

ORDER FOR SUPPLIES AND SERVICES				IMPORTANT: See instructions in GSAR 553.370-300-1 for distribution		PAGE 1 OF 1 PAGE(S)	
1. DATE OF ORDER 11/05/2018		2. ORDER NUMBER 47QFWA19F0003		3. CONTRACT NUMBER GS-06F-0656Z		4. ACT NUMBER A21914654	
<b>FOR GOVERNMENT USE ONLY</b>	5. ACCOUNTING CLASSIFICATION				6. FINANCE DIVISION		
	FUND 285F	ORG CODE Q07FA000	B/A CODE AA20	O/C CODE 25	AC	SS	VENDOR NAME
	FUNC CODE AF151	C/E CODE H08	PROJ./PROS. NO.	CC-A	MDL	FI	G/L DEBT
	W/ITEM	CC-B	PRT./CRFT	AI	LC	DISCOUNT	
7. TO: CONTRACTOR (Name, address and zip code) B-6 SBD ALLIANT, LLC 1953 GALLOWS ROAD STE 870 VIENNA, VA 221823997 United States B-6				8. TYPE OF ORDER B. DELIVERY		REFERENCE YOUR	
				Please furnish the following on the terms specified on both sides of the order and the attached sheets, if any, including delivery as indicated.			
				This delivery order is subject to instructions contained on this side only of this form and is issued subject to the terms and conditions of the above numbered contract.			
				C. MODIFICATION NO. P00000 TYPE OF MODIFICATION:		AUTHORITY FOR ISSUING	
9A. EMPLOYER'S IDENTIFICATION NUMBER B-4		9B. CHECK, IF APPROP WITHHOLD 20%		Except as provided herein, all terms and conditions of the original order, as heretofore modified, remain unchanged.			
10A. CLASSIFICATION Limited Liability Company				10B. TYPE OF BUSINESS ORGANIZATION C. Corporation			
11. ISSUING OFFICE (Address, zip code, and telephone no.) GSA Region 07 David Matthews 819 TAYLOR ST FORT WORTH, TX 76102-6124 United States (817) 978-0229		12. REMITTANCE ADDRESS (MANDATORY) SBD ALLIANT, LLC 8614 WESTWOOD CENTER DR STE 100 VIENNA, VA 22182-2233 United States		13. SHIP TO(Consignee address, zip code and telephone no.) Jeffery W Collins 4130 Stanley Rd. Suite 208 Fort Sam Houston, TX 78234 United States 210-221-8132			
14. PLACE OF INSPECTION AND ACCEPTANCE Jeffery W Collins 4130 Stanley Rd. Suite 208 Fort Sam Houston, TX 78234 United States		15. REQUISITION OFFICE (Name, symbol and telephone no.) Dustin C Dickens GSA Region 07 10001 Reunion Place SAN ANTONIO, TX 78216-0000 United States 210-517-8569					
16. F.O.B. POINT Destination		17. GOVERNMENT B/L NO.		18. DELIVERY F.O.B. POINT ON OR BEFORE 12/27/2019		19. PAYMENT/DISCOUNT TERMS NET 30 DAYS / 0.00 % 0 DAYS / 0.00 % 0 DAYS	
<p align="center"><b>20. SCHEDULE</b></p> <p>ITSS Project Number: ID07180004 Act #: A21914654</p> <p>This task order is a Severable hybrid Firm Fixed Price (FFP) and Time and Materials (T&amp;M), incrementally funded order using the Alliant (Small Business) GWAC, Contract Number GS-06F-0656Z for a base year period of performance and four (4) one-year option periods (if exercised).</p> <p>The contractor will provide goods or services in accordance with the Performance Work Statement (Revision 2) dated 08/15/2018 and in accordance to the technical and pricing task order request response received via E-Buy by SBD Alliant, dated 09/18/2018. The vendor's task order request response is hereby fully incorporated into this task order.</p> <p>Period of Performance</p> <p>Base Year/Period: 12/28/2018 ' 12/27/2019 Option Year/Period 1: 12/28/2019 - 12/27/2020 Option Year/Period 2: 12/28/2020 - 12/27/2021 Option Year/Period 3: 12/28/2021 - 12/27/2022 Option Year/Period 4: 12/28/2022 - 12/27/2023 The ceiling amount for this task is \$69,866,149.76.</p> <p>Base Year and Option Year ceiling amounts are as follows:</p> <p>Base Year: 12/28/2018 ' 12/27/2019 0001- Labor Support (FFP) - B-4 0002- After Hours Support (T&amp;M) - B-4 0003 ' Labor Surge (T&amp;M) - B-4 0004 ODCs (T&amp;M) - B-4 0005 - Alliant CAF (Cost Reimbursable) - B-4 Total for the Base - \$13,490,636.80</p> <p>Option Year/Period 1: 12/28/2019 ' 12/27/2020 1001- Labor Support (FFP) - B-4</p>							

1002- After Hours Support (T&M) - B-4  
 1003 ' Labor Surge (T&M) - B-4  
 1004 ODCs (T&M) - B-4  
 1005 - Alliant CAF (Cost Reimbursable) - B-4  
 Total for Option Year/Period 1 - \$13,727,052.16

Option Year/Period 2: 12/28/2020 ' 12/27/2021

1001- Labor Support (FFP) - B-4  
 1002- After Hours Support (T&M) - B-4  
 1003 ' Labor Surge (T&M) - B-4  
 1004 ODCs (T&M) - B-4  
 1005 - Alliant CAF (Cost Reimbursable) - B-4  
 Total for Option Year/Period 2 - \$13,967,931.52

Option Year/Period 3: 12/28/2021 ' 12/27/2022

1001- Labor Support (FFP) - B-4  
 1002- After Hours Support (T&M) - B-4  
 1003 ' Labor Surge (T&M) - B-4  
 1004 ODCs (T&M) - B-4  
 1005 - Alliant CAF (Cost Reimbursable) - B-4  
 Total for Option Year/Period 3 - \$14,214,678.40

Option Year/Period 4: 12/28/2022 ' 12/27/2023

1001- Labor Support (FFP) - B-4  
 1002- After Hours Support (T&M) - B-4  
 1003 ' Labor Surge (T&M) - B-4  
 1004 ODCs (T&M) - B-4  
 1005 - Alliant CAF (Cost Reimbursable) - B-4  
 Total for Option Year/Period 4 - \$14,465,850.88

Incremental funding shall be added unilaterally via the tailored language of the changes clause at FAR 52.212-4(c) (PWS Section 7.1). Incremental funds will be added to this task as they become available. The amount of \$9,835,095.71 is added at this time as follows:

Base Year: 12/28/2018 ' 12/27/2019

0001- Labor Support (FFP) ' Ceiling: B-4 | Funded: B-4  
 0002- After Hours Support (T&M) - Ceiling: B-4 | Funded: B-4  
 0003 ' Labor Surge (T&M) - Ceiling: B-4 | Funded: B-4  
 0004 ODCs (T&M) - Ceiling: B-4 | Funded: B-4  
 0005 - Alliant CAF (Cost Reimbursable) - B-4 | Funded: B-4  
 Total for the Base ' Ceiling: \$13,490,636.80 | Funded: \$9,835,095.71

The Contractor shall not incur costs, provide services that will exceed the funded amount of expressed in the task order which is \$9,835,095.71 (the total obligated funding under the contract/task order at the time of award).

Option periods were evaluated at the time of task order award. The option periods included in this task shall be exercised in accordance with FAR clauses 52.217-8, 52.217-9, and/or GSAR 552.217-71 (as incorporated in to the Performance Based Work Statement (Revision 2), dated 08/15/2018. Options shall be exercised at the discretion of the Government, within the terms expressed in the aforementioned clauses. Options shall be exercised at the dollar values accepted in the contractor's original task order request response at the time of award.

Note: Travel shall be a cost-reimbursable expense, in accordance with Federal Travel Regulation (FTR) specified rates, and only G&A or other administrative fees shall be allowed on travel as proposed and accepted in the vendor's task order request response. All scheduled labor category rates shall be performed at the rate agreed to at the time of task order award for the base period (and all option periods, if applicable), and no additional rate increases shall be allowed after award. All awarded rates shall be fully-burdened Firm Fixed Price (FFP) rates, and the rates shall not be subject to "finalized audited rates" by the DCMA or other third-party auditor.

Contracting Officer: David Matthews | david.matthews@gsa.gov | 817-978-0229

Project Manager: Dustin Dickens | dustin.dickens@gsa.gov

COR: Jeff Collins, jeffery.w.collins14.civ@mail.mil

ITEM NO. (A)	SUPPLIES OR SERVICES (B)	QUANTITY ORDERED (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
0001	Labor	1	lot	B-4	B-4
0004	Other Direct Costs (ODC)	1	lot	B-4	B-4
0005	Contract Access Fee (CAF)	1	lot	B-4	B-4

21. RECEIVING OFFICE (Name, symbol and telephone no.)  
 Dept.Def.DHA, 210-221-8132

**TOTAL  
From  
300-A(s)**

22. SHIPPING POINT  
 Specified in QUOTE

23. GROSS SHIP WT.

**GRAND  
TOTAL** **\$9,835,095.71**

24. MAIL INVOICE TO: (Include zip code)

General Services Administration (FUND)  
 The contractor shall follow these [Invoice Submission Instructions](#). The contractor shall submit invoices electronically by logging into the ASSIST portal (<https://portal.fas.gsa.gov>), navigating to the appropriate order, and creating the invoice for that order. For additional assistance contact the ASSIST Helpdesk at 877-472-4877. Do NOT submit any invoices directly to the GSA Finance Center (neither by mail nor via electronic submission).

25A. FOR INQUIRIES REGARDING PAYMENT CONTACT:  
 GSA Finance Customer Support

25B. TELEPHONE NO.  
 816-926-7287

26A. NAME OF CONTRACTING/ORDERING OFFICER(Type)  
 David Matthews

26B. TELEPHONE NO.  
 (817) 978-0229

26C. SIGNATURE  
 David Matthews 11/05/2018



General Services Administration (GSA)  
Greater Southwest Region

***TASK ORDER ID# ID07180004***  
Network Engineers and Specialist (NE&S) Requirement  
for the  
**Defense Health Agency (DHA)**

Performance Work Statement  
PWS

**Under the GSA Alliant Small Business GWAC**

08/15/2018

## **1 GENERAL**

### **1.1 TASK ORDER TYPE: Hybrid (Firm Fixed Price / Time & Material)**

### **1.2 BACKGROUND**

The Defense Health Agency (DHA) mission is to plan, program, acquire, implement and sustain peacetime information technology infrastructure, and to train personnel and provide support services for the Military Health System (MHS) centrally managed products to improve and maintain the health of the MHS beneficiaries.

Military health care delivery is heavily dependent upon automated information systems (AISs) which rely on a robust network infrastructure to transport data within and between Medical Treatment Facilities (MTFs). Numerous medical and administrative systems use the network including: the Composite Health Care System (CHCS), Armed Forces Health Longitudinal Technology Application (AHLTA), Defense Medical Logistics Standard Support (DMLSS), Defense Blood Standard System (DBSS), Expense Assignment System (EAS) IV, as well as various office automation and electronic mail systems, suites, and clinical software add-ons. The protocols and technologies that are present on the MTF Local Area Networks (LANs) and interconnecting Wide Area Networks (WANs) are described in **Attachment B**.

### **1.3 SCOPE**

On behalf of the Defense Health Agency (DHA), this awarded task order will provide network sustainment and deployment support services to the Military Health System (MHS) Medical Treatment Facilities (MTF) both inside and outside the continental United States (CONUS and OCONUS). This work includes functions such as network performance measurement and monitoring, assistance with network design and development, network measurement, customer service in the form of trouble tracking and troubleshooting at the Tier 0 level, onsite support for both contractor and Government support teams for escalated trouble tickets, as well as maintenance and sparing support. Such services will be provided in accordance with stated MHS and specific Medical Component priorities. Services shall also comply with existing and evolving technical architecture guidance from international, commercial, Department of Defense (DoD), and Health Affairs (HA) sources. These services will be provided in a centralized and decentralized mode. The on-site network specialists will be the primary 24/7 on-call decentralized points of contact within the MTFs. Additional support and guidance will be provided by regional (i.e. CONUS, Asia and Europe) network engineers and the DHA centralized infrastructure team. A complete list of sites and associated support staff is provided in **Attachment A**. The Government reserves the right to change this distribution to support mission criticality.

### **1.4 OBJECTIVES**

The objective of this tasking is for the contractor to provide network (i.e. local and wide area network) sustainment and deployment support services to the Military Health System (MHS) Medical Treatment Facilities (MTF), which includes hospitals, clinics, and other remote elements throughout CONUS and OCONUS locations. The Contractor shall, in the performance of this task order, be successful at coordinating and working with other vendors and Government agencies in resolving problems, gathering information, and/or making recommendations to the Government.

### **1.5 NON-PERSONAL SERVICES**

This award identifies services that are strictly non-personal in nature.

### **1.6 SEVERABLE/NON-SEVERABLE SERVICES**

This award identifies services that are Severable in nature.

### **1.7 INHERENTLY GOVERNMENTAL FUNCTIONS**

This award has been reviewed and contains no services that are inherently governmental functions.

## **1.8 ACQUISITION FUNCTIONS CLOSELY ASSOCIATED WITH INHERENTLY GOVERNMENTAL FUNCTIONS**

Not applicable for this task.

## **1.9 ORGANIZATIONAL CONFLICT OF INTEREST CATEGORY**

**See Attachment D.** The Defense Health Agency (DHA) has categorized all its non-purchased care requirements into three broad categories, as defined below, for purposes of identifying, avoiding or mitigating against Organizational Conflicts of Interest (OCIs) in accordance with FAR Subpart 9.5. These categories are defined as follows:

- **Category 1: DHA Internal Support:** Services which, by their very nature, give the Contractor access to extensive data about the contracts of all other DHA contractors.
- **Category 2: Program Management Support:** Services which assist DHA in planning and managing its activities and programs. This includes, for example: requirements analysis, acquisition support, budget planning and management, business process reengineering, program planning and execution support, and independent technical management support.
- **Category 3: Product Support:** Services or end items required to meet the mission requirements of DHA's non-purchased care activities and programs. This includes, for example: concept exploration and development; system design; system development and integration; COTS procurement and integration; internal development testing; deployment; installation; operations; and maintenance.

Contractor participation in more than one of these areas may give rise to an unfair competitive advantage resulting from access to advance acquisition planning, source selection sensitive or proprietary information. Furthermore, contractor participation in more than one area may give rise to a real or apparent loss of contractor impartiality and objectivity where its advisory or planning assistance in one area potentially affects its present or future participation in another area.

The purpose of this categorization is to accomplish the following three objectives: (1) to inform prospective Offerors that DHA presumes that award of a contract or order in the subject category will give rise to real or apparent OCIs with respect to requirements in the other two categories; (2) to assist current contractors and prospective Offerors in developing their own business strategies regarding participation in DHA requirements and in identifying and, where possible, avoiding or mitigating against OCIs; and (3) to ensure that all current contractors and prospective Offerors are afforded the maximum practicable opportunity to compete for all DHA requirements consistent with the restrictions required under FAR Subpart 9.5 and sound business practices.

For purposes of identifying, avoiding and / or mitigating against OCIs, DHA will examine all its non-purchased care requirements and acquisitions regardless of the cognizant contracting activity or the type of contract vehicle used.

Each DHA non-purchased care solicitation will therefore be designated as falling within one of the three above defined categories. The work called for under this contract / order has been categorized by DHA as a non-purchased care task as:

### **Category 3: Product Support**

DHA will administer this clause for purposes of award eligibility for each solicitation as follows:

An Offeror that has never provided support to DHA in any of the categories is eligible for award in any category without any further action required under this clause.

An Offeror that provides or has provided support to DHA in only one category of work and has never

supported DHA in any other category (a single-category contractor) is eligible for award for any future requirement in that single category without further action under this clause.

## **2.0 STATEMENT OF WORK (SOW)**

### **2.1 TASK MANAGEMENT**

The Contractor shall provide sufficient management to ensure that this task is performed efficiently, accurately, on time, and in compliance with the requirements of this document. Specifically, the Contractor shall designate a single Task Manager to oversee this task and supervise staff assigned to this task. The Contractor shall ensure that a Monthly Progress Report is submitted in accordance with the requirements stated below.

#### **2.1.1 Reporting**

##### **2.1.1.1 Weekly Vacancy Report – Deliverable 2**

The Contractor shall provide a weekly report on the vacancies across all locations. The exact content of this report will be determined after task order award by the COR after collaboration with the Contractor.

##### **2.1.1.2 Monthly Progress Report (MPR) – Deliverable 3**

The Contractor shall prepare and deliver a Monthly Progress Report (**Deliverable 3**), The MPR shall outline the following:

- expenditures
- progress (i.e. performance against schedule)
- status
- problems / issues encountered and related program impacts
- deliverables submitted
- schedule deviations
- current costs (i.e. firm-fixed-price payment, ODC/cost reimbursement, and any T&M hours/costs)
- significant events
- Customer Satisfaction – Report customer satisfaction rate every six months showing percentage of completed survey forms that qualitatively demonstrate customer satisfaction with DHA's provision of service
- Trouble Ticket Resolution for Tier 0 (i.e not escalated to the Network Support Center) - Report percentage of calls resolved at the site

The MPR shall also include the following information by facility:

- Tier 0 Trouble Tickets opened, in progress, resolved and closed during the month
  - LAN/WAN issues
  - TCP/IP address changes
  - Circuits in-use
  - Circuits no longer in-use
  - Circuits connected
  - Circuits disconnected
  - Circuit upgrades completed
  - Updates to the network physical configuration topology diagrams
  - LAN downtime
  - WAN downtime
  - Remote circuit uptime
  - Router configuration changes

- Firewall/Security Suite configuration changes
- Miscellaneous monthly changes and other significant events
- Schedule of planned activities
- Activities completed to date
- Remaining activities, if applicable (plans vs. achievements)
- Lessons learned
- Risks and mitigation of risks
- Any government action needed
- Monthly Remedy tier 0 (initiated at site) ticket summary
- Document problems encountered and provide the resultant impacts.
- Other information requested by DHA on a recurring or as requested basis.

#### **2.1.2 Reserved– Deliverable 4**

This section is reserved.

#### **2.1.3 Contract Work Breakdown Structure (CWBS)**

Not applicable for this task order.

#### **2.1.4 Integrated Master Schedule**

Not applicable for this task order.

#### **2.1.5 Earned Value Management (EVM)**

Not applicable for this task order.

#### **2.1.6 Transition Support**

##### **2.1.6.1 Incoming Transition Plan – Deliverable 5**

In accordance with the task order request, the Contractor shall provide, with its task order request response, a draft plan for transitioning into this task order within 30 days of task order award (**Deliverable 5**). The Contractor shall coordinate with the Government upon task order award in planning and implementing a complete transition of the project in accordance with its draft plan.

The Government will designate a transition period for the incoming Contractor to coordinate and work with the incumbent Contractor. This transition plan shall include, but is not limited to:

- Coordination with Government representatives,
- Review, evaluation and transition of current support services,
- Transition of historic data to new Contractor system,
- Government-approved training and certification process,
- Transfer of hardware warranties and software licenses (if applicable),
- Transfer of all necessary business and/or technical documentation,
- Transfer of compiled and un-compiled source code, to include all versions, maintenance updates and patches (if applicable),
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes,
- Distribution of Contractor purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.,
- GFE inventory management assistance,
- Transfer and documentation of the receipt of Government

Furnished Equipment (GFE) and Government Furnished Information (GFI) such as:

- hardware/software
- laptops/PCs
- pagers/cell phones/calling cards



- data/databases
- Common Access Cards (CAC)
- procedural manuals/guidelines
- operating instructions
- historical data, e.g., memos, letters, correspondence, regulations, reports, documents and contract document library
- agreement documents, e.g., software licensing agreements

#### **2.1.6.2 Outgoing Transition Plan – Deliverable 6**

In accordance with the solicitation, the Contractor shall provide a plan (**Deliverable 6**) 90 days after task order start for transitioning work from an active task order to a follow-on contract/order or Government entity. This transition may be to a Government entity, another Contractor or to the incumbent Contractor under a new contract/order. In accordance with the Government-approved plan, the Contractor shall assist the Government in planning and implementing a complete transition from this Contract and/or orders issued under this Contract to a successful provider. This shall include formal coordination with Government staff and successor staff and management. It shall also include delivery of copies of existing policies and procedures, and delivery of required metrics and statistics. This transition plan shall include, but is not limited to:

- Coordination with Government representatives,
- Review, evaluation and transition of current support services,
- Transition of historic data to new Contractor system,
- Government-approved training and certification process,
- Transfer of hardware warranties and software licenses (if applicable),
- Transfer of all necessary business and/or technical documentation,
- Transfer of compiled and un-compiled source code, to include all versions, maintenance updates and patches (if applicable),
- Orientation phase and program to introduce Government personnel, programs, and users to the Contractor's team, tools, methodologies, and business processes,
- Disposition of Contractor purchased Government owned assets, including facilities, equipment, furniture, phone lines, computer equipment, etc.,
- Transfer and documentation of the delivery/return of Government Furnished Equipment (GFE) and Government Furnished Information (GFI), and GFE inventory management assistance.
- Applicable DHA debriefing and personnel out-processing procedures.
- Turn-in of all government keys, ID/access cards, and security codes.

#### **2.1.7 Program Management Plan – Deliverable 7**

The Contractor shall prepare and submit a Program Management Plan (**Deliverable 7**) with its task order request response, indicating how it will provide sufficient management to ensure that the task is performed efficiently, accurately, on time and in compliance with the PWS.

#### **2.1.8 Quality Control Plan – Deliverable 8**

The Contractor shall prepare and adhere to a Quality Control Plan (QCP). The QCP will initially be submitted with the vendor's quote and shall be updated following award (**Deliverable 8**). The QCP shall document how the Contractor will meet and comply with the quality standards established in this statement of work. At a minimum, the QCP must include a self-inspection plan, an internal staffing plan, and an outline of the procedures that the Contractor will use to maintain quality, timeliness, responsiveness, customer satisfaction, and any other requirements set forth in this solicitation.

#### **2.1.9 Contingency Operations Plan – Deliverable 9**

The Contractor shall develop and submit a Contingency Operations Plan to the Government. The Contingency Operations Plan shall be due ten (10) calendar days after the award of the order, and will be updated on a quarterly basis. The Contingency Operations Plan shall document Contractor plans and procedures to maintain DHA support during an emergency. The Contingency Operations Plan shall

include the following:

- A description of the Contractor's emergency management procedures and policy
- A description of how the Contractor will account for their employees during an emergency
- Planned temporary work locations or alternate facilities
- How the Contractor will communicate with DHA during emergencies
- A list of primary and alternate Contractor points of contact, each with primary and alternate: Telephone numbers, E-mail addresses
- Procedures for protecting Government furnished equipment (if any)
- Procedures for safeguarding sensitive and/or classified Government information (if applicable)

#### **2.1.10 Overseas Housing Allowance Validation/Revalidation – Deliverable 10**

The Government will reimburse the Contractor for Overseas Housing Allowance paid to employees assigned to provide on-site support to an OCONUS MTF, not to exceed the rate provided by the Joint Travel Regulations (JTR). Within one month after task order award or employee assignment to an overseas location whichever is later, the Contractor shall submit, for each employee assigned to an overseas location, written estimates of costs, or actual costs if they are known. Annually thereafter by 1 April, the Contractor shall validate the need and amount of the Overseas Housing Allowance (OHA) by submitting the actual annual expenses of rent and utilities, supported by receipts or other satisfactory evidence, for each employee assigned to an overseas location. **Deliverable 10**

#### **2.1.11 Operations during Emergency Situations**

Individual contingency operation plans shall be activated immediately after determining that an emergency has occurred, shall be operational within twelve (12) hours of activation, and shall be sustainable until the emergency situation is resolved and normal conditions are restored or the task order is terminated, whichever comes first. In case of a life threatening emergency, the COR shall immediately make contact with the Contractor Task Manager to ascertain the status of any Contractor personnel who were located in Government controlled space affected by the emergency. When any disruption of normal, daily operations occur, the Contractor Task Manager shall promptly open an effective means of communication and verify:

- Key points of contact (Government and Contractor)
- Temporary work locations (alternate office spaces, telework, virtual offices, etc.)
- Means of communication available under the circumstances (e.g. email, webmail, telephone, FAX, courier, etc.)
- Essential work products expected to continue production by priority

The Contractor Task Manager, in coordination with the COR, must make use of the resources and tools available to continue DHA contracted functions to the maximum extent possible under emergency circumstances. The Contractor must obtain approval from the COR and Contracting Officer prior to incurring costs over and above those allowed for under the terms of this task order. Regardless of task order type, and of work location, Contractors performing work in support of authorized tasks within the scope of their task order shall charge those hours accurately in accordance with the terms of this task order.

#### **2.1.12 Contractor Personnel Performance/Replacement**

The contractor Task Manager and the three (3) Regional Senior Engineers shall be designated as Key Personnel. The Government reserves the right to pre-approve any replacement or substitution of Key Personnel.

Contractor personnel must submit necessary information to be issued a clearance prior to reporting for performance.

#### **2.1.13 Contractor Training, Position Responsibilities and Qualifications**

The Contractor is required to provide personnel trained in systems, equipment, and software identified in attachment F 'Labor Category Responsibilities and Required Qualifications'. This attachment outlines the position responsibilities and qualifications, including any necessary experience, education, and/or other skills required according to location assignment.

**Government training:** The Contractor shall ensure that all Contractor employees attend or successfully complete all mandatory Government training. The training typically encompasses matters of security and safety, and is provided during billable time at no cost to the Contractor.

Any additional training needed for newly deployed systems will be billable, at no cost to the Contractor.

When operating Government owned or leased equipment, the Contractor shall ensure proper security clearance, (ADP sensitivity I, II, III) full familiarity with operation processes and procedures, and full compliance with site specific regulations, processes and procedures. When performing system operations, the Contractor shall ensure that staff sign and adhere to a Non-disclosure Statement (Appendix C) and protect ALL patient and system information.

#### **2.1.13.1 Training Workshop**

The Government may choose to hold a training workshop on an annual or semi-annual basis, as needed, with the Contractor employees attending such mandatory workshop. The Contractor shall participate fully with the Government in the planning, organization, and all aspects of such workshops. The training will be provided at a date, time and location decided by the Government during billable time at no cost to the Contractor.

#### **2.1.14 Geographic/Area Specific**

##### **2.1.14.1 CONUS**

Follow local MTF guidance and policies.

##### **2.1.14.2 Korea**

Invited Contractor (IC) or Technical Representative (TR) Status under U.S. - Republic of Korea (ROK) shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by USFK Reg 700-

19 <http://www.usfk.mil/Portals/105/Documents/411%20CSB/5%20SOFA%20Clause.pdf?ver=2018-03-12-013347-237>.

##### **2.1.14.3 Europe**

Invited Contractor or Technical Representative Status under NATO Status of Forces Agreement (SOFA)

- North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA), [https://www.nato.int/cps/ic/natohq/official\\_texts\\_17265.htm](https://www.nato.int/cps/ic/natohq/official_texts_17265.htm)

**2.1.14.3.1 Germany:** Use *Army Europe (AE) Regulation 715-9*, referenced below and in Section 7.1, for policies, procedures and guidance relating to current and future employment of contractor personnel in Germany.

- [http://www.eur.army.mil/aepubs/publications/AER715-9\\_1000992!.pdf](http://www.eur.army.mil/aepubs/publications/AER715-9_1000992!.pdf)

**2.1.14.3.2 Italy:** Use Contractor Accreditation Process -- Italy, for policies, procedures and guidance relating to current and future employment of contractor personnel in Italy.

- <http://www.eur.army.mil/Portals/19/Contractor/SAOItaly.pdf?ver=2018-05-18-071244-647>

**2.1.14.3.3 Spain:** Use Annex Six, "Contracting for Works and Services" within the "Agreement of Defense Cooperation between the USA and the Kingdom of Spain," referenced in Section 7.1, for

policies, procedures and guidance relating to current and future employment of contractor personnel in Spain.

- Annex Six, “Contracting for Works and Services” within the “Agreement of Defense Cooperation between the USA and the Kingdom of Spain,” <https://es.usembassy.gov/embassy-consulates/madrid/sections-offices/office-defense-cooperation/agreement-defense-cooperation/>, current version is dated 17 June 2015 (Third Protocol of Amendment)

## SPECIFIC TASKS

### 2.2.1 Network Support

The Contractor shall provide on-site network (i.e. local and wide area network) sustainment and deployment support services to the Military Health System (MHS) Medical Treatment Facilities (MTF), which includes hospitals, clinics, and other remote elements throughout CONUS and OCONUS locations, as described in Section titled ‘SCOPE’. The Contractor shall support the overall network infrastructure at an MTF and respond to, detect, report, record, diagnose and resolve the occurrence of network faults as well as measure network performance and connectivity on an ongoing basis. The Contractor shall serve as an on-site resource for site coordination, troubleshooting, problem resolution, local inventory interfaces with MTF staff, and shall provide customer service and guidance to the various site staff within the MTFs. The Contractor may be required to provide support to the MTF in the following areas:

- Install, relocate, configure, modify and test routers, hubs, switches, wireless access points and associated controllers, and terminal servers.
- Create, maintain and manage Virtual Local Area Networks (VLANs).
- Install, test, terminate and maintain cable. (Such installation will provide no warranty of installed cable or drops. All material and equipment required will be provided by the Government).
- Troubleshoot wiring problems.
- Certify wiring drops.
- Troubleshoot serial communication lines.
- Operate and maintain Network Management Systems (NMS).
- Manage network operating systems (NOS).
- Support diagnostics and configuration connectivity of MHS site/service specific servers, such as DBSS, CHCS, AHLTA, DMLSS, operating systems, office automation, etc.
- Maintain MHS site telecommunications systems.
- Assist with the establishment and implementation of network policies, procedures and standards to include network security.
- Support the MTF management staff with briefings and updates on network issues.
- Complete DHA furnished Sparing & Maintenance hardware inventories.
- Manage security firewalls/Virtual Private Network (VPN) devices.
- Collect Performance Measurement information.
- Assist with DHA Infrastructure deployments and technical hardware refresh initiatives. Submit a schedule indicating the projected date(s) when each piece of equipment will be installed (**Deliverable 11**).
- Participate in long-range MHS infrastructure planning and technical architecture
- Develop, plan and maintain documentation necessary for operations in support of LAN to WAN connectivity.
- Define and recommend minimum standards, as applies to network operations, access to the Internet and its impact on overall network resourcing and operations.
- Oversee the integration of network hardware and software platforms for WAN/LAN connected systems and medical AISs at MTFs, clinics, etc. as directed by the COR.
- Coordinate telecommunications actions with all applicable agencies and organizations

as required.

- Address user concerns with the LAN/WAN service provider and alert users to routine maintenance impacting circuits.
- Provide network related advice to DoD medical information systems personnel.
- Share information with the contractor's senior engineering staff such as lessons learned and issues requiring higher level technical or management involvement for resolution

### **2.2.2 Network Development**

Additionally, the Contractor shall perform infrastructure analysis, integration and support of new technologies and products and communicate with external agencies for site-related activities and implementation actions and provide Technical Reports, Evaluations and Recommendations (see **Deliverable 3**) to include recommendations on technical solutions for regional upgrades, or network changes, such as:

- Evaluate and recommend new and evolving networking technologies.
- Evaluate vendor products.
- Assess data, voice, and video network requirements.
- Propose implementation strategies.
- Propose enhancements or design changes to improve the efficiency of the networks.

### **2.2.3 Network Management**

- The Contractor shall provide a Semi-Annual Inventory Report (**Deliverable 12**) that reflects the DHA equipment inventory. The report shall include a description of the equipment, model number, serial number, software version, location and any other pertinent information and utilize steps as well as guidelines set forth within the DHA Inventory Standard Operating Procedure (SOP). In addition to the above stated, the contractor shall employ the use of the current system of record pertaining to Asset Management.
- The Contractor shall conduct/attend any walk-through and/or meeting where contractor maintained systems are discussed. The Contractor shall participate in Integrated Product Teams (IPT) as required by the Government.

### **2.2.4 System Support**

In the process of providing network support, the Contractor shall be required to interface with MHS systems in troubleshooting network issues and in delineating between system and network problems. This competency requires a basic knowledge of MHS system infrastructure and application systems, and applicable hardware and software configuration, operation and support skills. The Contractor shall apply any necessary software maintenance processes at, or equivalent to, the SEI CMM Level II, or higher.

## **3.0 INSPECTION AND ACCEPTANCE**

The Contracting Officer's Representative (COR) for the Task Order is a Government official who has been delegated specific technical, functional and oversight responsibilities for this task order. The COR is designated in the COR appointment letter, issued by the Contracting Officer, and is responsible for inspection and acceptance of all services, incoming shipments, documents, and services.

### **3.1 Acceptance Criteria**

Certification by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the performance standards contained in the Performance Requirements Summary Matrix (Section 6.8.2) and all terms and conditions of this order, including all modifications.

### **3.2 Contractor Payment Processing**

The Contractor is responsible for properly preparing and forwarding to the appropriate Government official in a timely fashion, the invoice and receiving report for payment.

## **4.0 DELIVERABLES**

### **4.1 Delivery Address**

All deliverables shall be uploaded in ITSS. Deliverables are not considered accepted until the COR confirms acceptance.

### **4.2 Method of Delivery**

Electronic copies shall be delivered using Microsoft Office suite of tools (for example, MS WORD, MS EXCEL, MS POWERPOINT, MS PROJECT, or MS ACCESS format), unless otherwise specified by the COR. Submissions shall be made via ITSS, unless otherwise agreed to by the COR.

### **4.3 Shipping**

The Contractor shall use the U.S. Postal Service standard delivery for delivery of materials, equipment, or required hardcopy documents. The COR must approve all exceptions to this requirement.

### **4.4 Government Acceptance Period**

The COR will have ten (10) workdays to review draft deliverables and make comments. The Contractor shall have five (5) workdays to make corrections. Upon receipt of the final deliverables, the COR will have two (2) workdays for final review prior to acceptance or providing documented reasons for non- acceptance. Should the Government fail to complete the review within the review period the deliverable will become acceptable by default, unless prior to the expiration of the ten (10) work days the Government notifies the Contractor in writing to the contrary. The final submission should be deemed approved if the Government has not rejected it in thirty (30) calendar days.

The COR will have the right to reject or require correction of any deficiencies found in the deliverables that are contrary to the information contained in the Contractor's accepted quote. In the event of a rejected deliverable, the Contractor will be notified in writing by the COR of the specific reasons for rejection. The Contractor shall have five (5) workdays to correct the rejected deliverable and return it per delivery instructions.

### **4.5 Delivery Schedule Abbreviations**

The following abbreviations are used in the delivery/deliverable schedule:

Abbreviation	Definition
AM	Acquisition Manager
COR	Contracting Officer's Representative for the Task order
CS	Contract Specialist
DA	Days after
DACA	Days after contract award (award of this order)
DAEOM	Days after the end of the month
Days	Calendar Days unless otherwise specified
DID	Data Item Description
E	Electronic Copy
H	Hard Copy
NLT	Not Later Than
PWS Ref	Performance Work Statement Reference (paragraph number)

### **4.6 Deliverable / Delivery Schedule**

A summary of deliverables follows. Copies are to be provided to the COR, GSA PM, and GSA CO. Deliverable 3 shall be uploaded to ITSS with the monthly invoice.

Item	PWS Ref	Title	Initial	Subsequent
Deliverable 1	6.1.and Attach ment C	Non-Disclosure Agreement	Signed statements are due, from each employee assigned, <i>prior to performing ANY</i> work on this task.	
Deliverable 2	2.1.1.1	Weekly Vacancy Report	Delivery of first report as determined by Contractor Task Manager and COR	Weekly – specific day, as defined by COR
Deliverable 3	2.1.1.2	Monthly Progress Report	NLT 45 DACA	With Invoice
Deliverable 4	2.1.2	Reserved		
Deliverable 5	2.1.6.1	Incoming Transition Plan	Submitted with quote	
Deliverable 6	2.1.6.2	Transition Plan – Outgoing Transition	NLT 90 DACA	Updated as required, but NLT 3 DA incumbent is notified of non-award
Deliverable 7	2.1.7	Program Management Plan	Submitted with quote	Updated as required
Deliverable 8	2.1.8	Quality Control Plan	Submitted with quote	Updated as required
Deliverable 9	2.1.9	Contingency Operations Plan	NLT 10 DACA	Updated quarterly
Deliverable 10	2.1.10	Overseas Housing Allowance Reimbursement Validation/Revalidatio n Report	Within 1 Month of contract award	Within 1 months of employee assignment and annually by 1 April
Deliverable 11	2.2.1	Schedule of Equipment Refresh	NLT 7 calendar days after receipt of equipment	
Deliverable 12	2.2.3	Semi-annual Inventory of equipment		NLT 15 January and 15 July of each year

## 5.0 CONTRACT ADMINISTRATION DATA

Period of performance shall be as follows:

Base Period:	12/27/2018 – 12/26/2019
Option I:	12/27/2019 – 12/26/2020
Option II:	12/27/2020 – 12/26/2021
Option III:	12/27/2021 – 12/26/2022
Option IV:	12/27/2022 – 12/26/2023

Evaluation of Options: Options shall be evaluated in accordance with the provision (as included herein) at FAR 52.212-2(b), Evaluation – Commercial Items.

FAR Clause 52.217-8 Option to Extend Services (NOV 1999): The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within thirty (30) calendar days prior to the expiration of the contract.

FAR Clause 52.217-9 Option to Extend the Term of the Contract (Mar 2000): The Government may extend the term of this contract by written notice to the Contractor at least 1 day prior to the expiration of the current period of performance provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.

If the Government exercises this option, the extended contract shall be considered to include this option clause.

The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years and 6 months.

GSAR 552.217-71 Notice Regarding Option(s) (NOV 1992): The General Services Administration (GSA) has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful Offeror that performs at a level which meets or exceeds GSA's quality performance expectations as communicated to the Contractor, in writing, by the Contracting Officer or designated representative. When deciding whether to exercise the option, the Contracting Officer will consider the quality of the Contractor's past performance under this contract in accordance with 48 CFR 517.207.

### 5.1 Place of Performance

The Contractor shall perform primary activity at the Government facilities, as indicated in **Attachment A**, unless otherwise stated or required by Government.

The Government will provide access to Government controlled facilities, equipment, and materials for daily business use of staff called for under this order. This shall include office space, desk, telephone, chair, computer, shared printer, and requisite consumable materials.

The Contractor will be provided keys or codes for access to the Government facility. These keys and codes shall be controlled, tracked, and protected. Upon termination of the period of performance, all keys and/or access badges to the Government facility shall be turned in to the COR.

The contractor may be required to work outside the typical hours of 8AM-5PM Monday-Friday excluding federal holidays to satisfy government requirements for a variety of situations, including emergencies or maintenance subject to system availability constraints. It is expected that to the maximum extent practicable, the contractor will offset/credit hours worked outside the normal duty time



with less hours during normal duty time for that billing period, the Government expects credit hours to eliminate or minimize request for After Hours support. Periods of absence in excess of 8 workdays cumulative within a single month per FTE, whether for leave or any reason, must be reported and coordinated with the COR.

## **5.2 Other Direct Costs (ODCs)**

ODCs shall be billed on a cost reimbursable basis. Costs are defined as the purchase price of materials or service plus General and Administrative charges (G&A) or material and handling charges (M&H). G&A and M&H rates shall be proposed by the contractor in its ID07180004 - Pricing Worksheet submission and, if awarded, shall become firm and not subject to DCAA auditing to allow order(s) to close out more quickly. All ODCs shall be fully supported in compliance with all competition requirements of the FAR, specifically Part 31. All ODCs shall be reported as stated in the Procurement of Hardware, Software, Equipment and Materials Section 2.2.3.1, as well as the Monthly Progress Report Section 2.1.2.2.

The following ODC's lists a description with a NTE estimated annual amount:

### **Description**

Overseas Housing Allowance  
OCONUS Cost of Living  
Allowance  
OCONUS Dependent Education Expense  
Materials  
Relocation  
Travel

Before an ODC may be included in the awarded task or procured under the terms of this task order, the ODC must satisfy the criteria expressed in the scope of the contract basic contract and subsequent task order and be critical to the scope of the services being provided.

The COR may approve ODCs below \$5,000 prior to the ODC event occurring via a CTP form. Any ODC estimated above \$5,000 must be approved by the COR, GSA PM, and GSA CO on a CTP form prior to the ODC event occurring. Contractor's failure to receive the applicable level approval prior to the ODC purchase occurring risks not being reimbursed for the ODC.

### **5.2.1 Travel**

Arrangements for and costs of all travel, transportation, meals, lodging, and incidentals are the responsibility of the Contractor. Travel costs shall be incurred and billed in accordance with the Joint Travel Regulations (JTR). Costs for these expenses will be reviewed, certified and approved by the COR. All travel and transportation shall utilize commercial sources and carriers. The Government will not pay for business class or first-class travel.

Travel shall be approved per the terms and conditions of the task order. Signed/approved Consent to Purchase (CTP) (Attachment G) forms shall be submitted with the invoice, and all receipts for airfare, rental car, lodging, and all receipts directly being charged for over \$75.00 shall be submitted as support/back up documentation with the invoice submittal. NO PAYMENT WILL BE MADE WITHOUT DOCUMENTATION/RECEIPTS. NO PAYMENT WILL BE MADE for travel that is non-conforming to the FTR.

All travel shall be scheduled at least two weeks in advance whenever possible to maximize savings to the Government through receiving the best travel rates available. Emergency requirements shall be defined and approved by the COR. All travel shall be in accordance with the Federal Travel Regulation (FTR) and shall be at or below per diem unless approved via CTP. The contractor is required to ensure

good stewardship of travel funds, and shall seek rates lower than per diem whenever possible.

The COR may approve travel below \$5,000 prior to the travel event occurring via a CTP form. Any travel estimated above \$5,000 must be approved by the COR, GSA PM, and GSA CO on a CTP form prior to the travel event occurring. Contractor's failure to receive the applicable level approval prior to travel occurring risks not being reimbursed for travel event.

#### **5.2.2 Travel Outside of the U.S.**

This order includes activity that may require Contractor travel to destinations outside of the United States. The Contractor shall ensure that assigned participants allow sufficient lead-time to obtain valid passports, country clearances, and immunizations to support project activities. All travel outside of the U.S. required under this tasking shall be in accordance with the Joint Travel Regulations (JTR).

#### **5.2.3 Optional Items (Reserved)**

#### **5.2.4 Points of Contact**

DHA Contracting Officer's Representative (COR):

To be provided upon award

DHA Alternate COR for Europe Region:

To be provided upon award

DHA Alternate COR for Pacific Region:

To be provided upon award

GSA Contracting Officer (CO):

David A. Matthews

Contracting Specialist,

Acquisition Operations

Division(7QSBNC)

Federal Acquisition Service (FAS, GSA Region 7)

Email: [david.matthews@gsa.gov](mailto:david.matthews@gsa.gov)

Tel: (817) 978-0229

Mobile: (817) 470-3012

### **6.0 OTHER TERMS, CONDITIONS, AND PROVISIONS**

#### **6.1 Non-Disclosure / Non-Use Agreement – Deliverable 1**

The Contractor shall ensure that the Non-Disclosure Statement (**Attachment C - Deliverable 1**) is signed by all staff assigned to or performing on this Task order before performing any work, including all subcontractors and consultants. The Non-Disclosure / Non-Use statement shall be cosigned by a corporate official (Contractor Task Manager or higher). The Contractor shall also ensure that all staff understand and adhere to the terms of the non-disclosure statement, protecting the procurement sensitive information of the Government and the proprietary information of other Contractors. Assignment of staff who have not executed this statement or failure to adhere to this statement shall constitute default on the part of the Contractor. All required disclosures shall be submitted with the task order submittal documents.

#### **6.2 Information Assurance**

##### **MHS System/Application Security Certification and Accreditation (C&A) Support**

The contractor shall support the Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) certification and accreditation of assigned MHS systems/applications to support the secure operations and maintenance of MHS environments, including processing:

- Controlled Unclassified Information (CUI) data.
- Privacy Act data.
- Classified data (within the confines of a separate, SIPRNet-connected, hosting facility area).

The C&A support of the contractor shall include:

- Conducting and completing required Facility, Automated Information System, and Network Infrastructure security checklists as well as other security checklists identified by the COR.
- Developing required DIACAP security documentation.
- Supporting security surveys and site visits.
- Responding to security personnel questions and inquiries.
- Support implementation of required physical, electronic, and procedural safeguards and facility enhancements (including changes, relocations, downtime coordination, and other activities needed to meet facility security safeguards).
- Developing and maintaining any required facility security accreditation documentation and other inputs directed by the COR.

### **6.3 Enterprise Architecture (EA)**

#### **6.3.1 Internet Protocol version 6 (IPv6)**

The Contractor shall provide COTS solutions that are IPv6 capable. An IPv6 capable system or product shall be capable of receiving, processing, transmitting and forwarding IPv6 packets and/or interfacing with other systems and protocols in a manner similar to that of IPv4. Specific criteria to be deemed IPv6 capable are:

- Conformance to the DoD Information Technology Standards Repository (DISR) developed DoD IPv6 Standards Profile. Systems being developed, procured or acquired shall comply with the Global Information Grid Architecture and DISR standard IPv6 Capable definition. An IPv6 Capable system must meet the IPv6 base requirements defined in the "DoD IPv6 Standards Profile v1.0" dated June 1, 2006 available from the DISR.
- Maintenance of interoperability with IPv4. Systems being developed, procured or acquired shall maintain interoperability with IPv4 systems/capabilities. Systems should implement IPv4/IPv6 dual-stack and should also be built to determine which protocol layer to use depending on the destination host it is attempting to communicate with or establish a socket with. If either protocol is possible, systems should employ IPv6.
- Evidence that all applications and product features have been upgraded to IPv6
- Availability of contractor/vendor IPv6 technical support for system development, implementation and management.

DoD IPv6 security guidelines, standards, and solutions shall be utilized and adhered to when available. Currently, DoD IPv6 Information Assurance (IA) guidance is available from the DoD IPv6 Transition Office (DITO).

### **6.4 Protection of Information**

#### **6.4.1 Dissemination of Information/Publishing**

There shall be no dissemination or publication, except within and between the Contractor and any subcontractors or specified Integrated Product/Process Team (IPT) members who have a need to know, of information developed under this order or contained in the reports to be furnished pursuant to this order without prior written approval of the DHA COR or the Contracting Officer. DHA approval for publication will require provisions which protect the intellectual property and patent rights of both DHA and the Contractor.

## 6.4.2 Contractor Employees

### ▪ **Contractor Identification**

The Contractor shall ensure that Contractor personnel identify themselves as Contractors when attending meetings, answering Government telephones, providing any type of written correspondence, or working in situations where their actions could be construed as official Government acts.

### ▪ **Attendance at Meetings**

Contractor personnel may be required to attend meetings or otherwise communicate with Government and/or other contract representatives to meet the requirements of this order. Contractor personnel shall make their Contractor status known during introductions.

### ▪ **Use of Military Rank by Contractor Personnel**

Contractor personnel, while performing in a Contractor capacity, are prohibited from using their retired or reserve component military rank or title in all written or verbal communications associated with the task orders under which they provide services.

## 6.4.3 Personally Identifiable Information (PII) and Protected Health Information (PHI)

The DHA Privacy Office website at <https://health.mil/Military-Health-Topics/Privacy-and-Civil-Liberties> contains guidance regarding Protected Health Information (PHI) and Personally Identifiable Information (PII).

## 6.4.4 Protection of Human Subjects and Adherence to Ethical Standards in Department of Defense (DoD)-Supported Research

### DFARS 252.235-7004-PROTECTION OF HUMAN SUBJECTS (JUL 2009)

(a) *Definitions.* As used in this clause—

(1) “Assurance of compliance” means a written assurance that an institution will comply with requirements of 32 CFR Part 219, as well as the terms of the assurance, which the Human Research Protection Official determines to be appropriate for the research supported by the Department of Defense (DoD) component (32 CFR 219.103).

(2) “Human Research Protection Official (HRPO)” means the individual designated by the head of the applicable DoD component and identified in the component’s Human Research Protection Management Plan as the official who is responsible for the oversight and execution of the requirements of this clause, although some DoD components may use a different title for this position.

(3) “Human subject” means a living individual about whom an investigator (whether professional or student) conducting research obtains data through intervention or interaction with the individual, or identifiable private information (32 CFR 219.102(f)). For example, this could include the use of human organs, tissue, and body fluids from individually identifiable living human subjects as well as graphic, written, or recorded information derived from individually identifiable living human subjects.

(4) “Institution” means any public or private entity or agency (32 CFR 219.102(b)).

(5) “Institutional Review Board (IRB)” means a board established for the purposes expressed in 32 CFR Part 219 (32 CFR 219.102(g)).

(6) “IRB approval” means the determination of the IRB that the research has been reviewed and may be conducted at an institution within the constraints set forth by the IRB and by other institutional and Federal requirements (32 CFR 219.102(h)).

(7) “Research” means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to generalizable knowledge. Activities that meet this definition constitute research for purposes of 32 CFR Part 219, whether or not they are conducted or supported under a program that is considered research for other purposes. For example, some demonstration and service programs may include research activities (32 CFR 219.102(d)).

(b) The Contractor shall oversee the execution of the research to ensure compliance with this clause.

The Contractor shall comply fully with 32 CFR Part 219 and DoD Directive 3216.02, applicable DoD component policies, 10 U.S.C. 980, and, when applicable, Food and Drug Administration policies and regulations.

(c) The Contractor shall not commence performance of research involving human subjects that is covered under 32 CFR Part 219 or that meets exemption criteria under 32 CFR 219.101(b), or expend funding on such effort, until and unless the conditions of either the following paragraph (c)(1) or (c)(2) have been met:

(1) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, an assurance of compliance and IRB approval and receives notification from the Contracting Officer that the HRPO has approved the assurance as appropriate for the research under the Statement of Work and also that the HRPO has reviewed the protocol and accepted the IRB approval for compliance with the DoD component policies. The Contractor may furnish evidence of an existing assurance of compliance for acceptance by the HRPO, if an appropriate assurance has been approved in connection with previous research. The Contractor shall notify the Contracting Officer immediately of any suspensions or terminations of the assurance.

(2) The Contractor furnishes to the HRPO, with a copy to the Contracting Officer, a determination that the human research quoted meets exemption criteria in 32 CFR 219.101(b) and receives written notification from the Contracting Officer that the exemption is determined acceptable. The determination shall include citation of the exemption category under 32 CFR 219.101(b) and a rationale statement. In the event of a disagreement regarding the Contractor's furnished exemption determination, the HRPO retains final judgment on what research activities or classes of research are covered or are exempt under the contract.

(d) DoD staff, consultants, and advisory groups may independently review and inspect the Contractor's research and research procedures involving human subjects and, based on such findings, DoD may prohibit research that presents unacceptable hazards or otherwise fails to comply with DoD procedures.

(e) Failure of the Contractor to comply with the requirements of this clause will result in the issuance of a stop-work order under Federal Acquisition Regulation clause 52.242-15 to immediately suspend, in whole or in part, work and further payment under this contract, or will result in other issuance of suspension of work and further payment for as long as determined necessary at the discretion of the Contracting Officer.

(f) The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts that may include research involving human subjects in accordance with 32 CFR Part 219, DoD Directive 3216.02, and 10 U.S.C. 980, including research that meets exemption criteria under 32 CFR 219.101(b). This clause does not apply to subcontracts that involve only the use of cadaver materials

#### **6.4.5 Contractor Manpower Reporting (CMR):**

The Office of the Secretary of Defense (OSD) Personnel and Readiness (P&R) operates and maintains a secure data collection site where the Contractor shall report ALL Contractor manpower (including subcontractor manpower) required for performance of this task order. The Contractor shall completely fill in all the information in the format using the following web address <http://www.ecmra.mil>

The required information includes: (1) Contracting Office, CO, Contracting Officer's Technical Representative (COTR) or also known as the Contracting Officer's Representative (COR); (2) Contract number, including task and delivery order number; (3) Beginning and ending dates covered by reporting period; (4) Contractor's name, address, phone number, e-mail address, identity of Contractor employee entering data; (5) Estimated direct labor hours (including sub-Contractors); (6) Estimated direct labor dollars paid this reporting period (including sub-Contractors); (7) Total payments (including sub-Contractors); (8) Predominant Federal Service Code (FSC) reflecting services provided by Contractor (and separate predominant FSC for each sub-Contractor if different); (9) Estimated data collection cost; (10) Organizational title associated with the Unit Identification Code (UIC) for the Requiring Activity (the Requiring Activity is responsible for providing the Contractor with its UIC for the purposes of reporting this information); (11) Locations where Contractor and sub-Contractors perform the work (specified by zip code in the United States and nearest city, country, when in an overseas location, using standardized

nomenclature provided on website); (12) Presence of deployment or contingency contract language; and (13) Number of Contractor and sub-Contractor employees deployed in theater this reporting period (by country). As part of its submission, the Contractor shall provide the estimated total cost (if any) incurred to comply with this reporting requirement. Reporting period shall be the period of performance not to exceed 12 months ending September 30 of each government fiscal year and must be reported by 31 October of each calendar year. Contractors may use a direct Extensible Markup Language (XML) data transfer to the database server or fill in the fields on the website. The XML direct transfer is a format for transferring files from a Contractor's system to the secure website without the need for separate data entries for each required data element at the website. The specific formats for the XML direct transfer may be downloaded from the website.

#### **6.4.6 Public Key Infrastructure Authentication and Encryption.**

Contractors shall follow the DoD standards, policies, and procedures related to the use of Public Key Infrastructure (PKI) certificates and biometrics for positive authentication including authentication to DoD private web servers or applications. Where interoperable PKI is required for the exchange of unclassified information, including the encryption of e-mail containing sensitive information, between DoD and its Contractors, industry partners shall obtain all necessary certificates if they are not eligible for a DoD Common Access Card. (refer to <http://iase.disa.mil/pki/eca/> and <http://www.cac.mil/>)

### **6.5 Access Requirements**

#### **6.5.1 Contractor access to HA/DHA Network/DoD Systems**

The Contractor will require access to the HA/TMA Network/DoD Systems to perform work under this task.

#### **6.5.2 Contractor access to classified information**

The Network Engineers will require access to classified data to perform this task. Necessary DD254 will be provided after the award.

#### **6.5.3 Contractor access to Planning Programming, Budgeting, and Execution (PPBE) Documents and Data**

Not Applicable for this Task

### **6.6 Development**

Not applicable for this task.

### **6.7 Data Rights**

The Government will retain rights to all data produced in the course of developing, deploying, training, using and supporting DHA or other federal agencies that utilize this order.

### **6.8 Quality Assurance**

The Government shall review Monthly Progress Reports and shall attend regular task performance review meetings with the Contractor to survey quality of products and services.

#### **6.8.1 Quality Assurance Surveillance Plan (QASP)**

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the task order term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary. See **Attachment H.**

#### **6.8.2 Performance Requirements Summary Matrix**

By monitoring the Contractor, the COR will determine whether the performance levels set forth in

the order have been attained. Performance standards are specified in the following Performance Requirements Summary Matrix in the Standard and Acceptable Quality Level columns.

Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance
1. Complete reports	Completed in a timely manner	Reports submitted as required in 4.5 & 4.6	Not more than 5% late	Monthly check of submission logs
2. Provide problem diagnosis and resolution	Problems are resolved	Responses are accurate, current and tailored to the individual needs of the caller and to the MTF	Receive no more than three valid complaints about service during the month	Customer Complaints
3. Maintain network equipment	Equipment is available for MTF operations	Equipment failures, non-availability or maintenance shall not interfere with MTF operations	Equipment failures, non-availability or maintenance do not interfere with MTF operations for more than 72 hours during a month	Customer Complaints; Random Inspections
4. Dispose of excess equipment	No excess equipment is stored at MTF.	Equipment that is at the end of its lifecycle or is otherwise excess or unusable will be turned in or disposed per Government direction in a timely manner	Excess equipment will be turned in or disposed of within 7 workdays of identification	Random inspection, valid receipts from Tobyhanna or other disposal facilities
5. Satisfy Customer	MTF management is satisfied with support provided	Semi-annual Customer Satisfaction Surveys report satisfactory or better performance	Survey results of not less than average of 3 on 5-point Likert Scale for 12-month period	Reported to TM with Monthly Progress Report
Task	Indicator	Standard	Acceptable Quality Level	Method of Surveillance
6. Perform	Inventory	Semi-annual	Inventory	Random

inventory	report is accurate and submitted for all sites	inventory report accurately reflects all existing network infrastructure equipment and contains the information required by 2.2.3	contains all required information, is 95% accurate, includes each site with no more than two sites missing deadline by no more than 15 days	inspections
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### 6.8.3 Performance Evaluation Process

The Contractor Performance Assessment Reporting System (CPARS) has been adopted by DHA to electronically capture assessment data and manage the evaluation process. CPARS is used to assess a Contractor's performance and provide a record, both positive and negative, on a given contract during a specific period of time. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of Contractor performance. Both Government and Contractor program management perspectives are captured on the CPAR form and together make a complete CPAR. Once the Assessing Official completes the quoted assessment for the period of performance, the CPAR is released to the appropriate Government Contractor Representative for their review and comments. User ID and Password will be provided to the designated Government Contractor Representative upon issuance of a task order. The Contractor has 30 days after the Government's evaluation is completed to comment on the evaluation. The Government Contractor Representative must either concur or non-concur to each CPAR. If the Contractor concurs with the quoted assessment and the Reviewing Official does not wish to see the CPAR, the Assessing Official may close out the CPAR. Otherwise, they must forward the CPAR to the Reviewing Official for them to review, enter comments if appropriate, and close out. The Reviewing Official may at their option direct the Assessing Official to forward every CPAR to them for review.

### 6.8.4. Personal Services

The client has determined that use of the GSA contract to satisfy this requirement is in the best interest of the government, economic and other factors considered, and this task order is not being used to procure personal services prohibited by the Federal Acquisition Regulation (FAR) Part 37.104 titled "Personal services contract".

To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract, the contractor shall adhere to the following guidelines in the performance of the task:

- Contractor provides for direct supervision of all contract employees assigned to the task.
- Refrain from discussing the issues such as skill levels and hours, salaries, cost and funding data, or administrative and personnel matters affecting contractor employees with the client.
- Ensure close communication/coordination with the DHA and GSA PM, reporting problems to the PM as they occur (not waiting for a monthly meeting).
- Do not permit government officials to interview potential contractor employees, discuss individual performance, approve leave or work scheduling of contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government job.
- Do not assign contractor personnel to work under direct government supervision.



- Maintain a professional distance from government employees.
- Provide contractor employees with badges, if appropriate, identifying them as contractors.
- Ensure proper communications with the government (technical discussion and government surveillance is okay, but the Government cannot tell the contractor how to do the job).
- Assign a task leader to the task order. The task leader or alternate should be the only one who accepts tasking from the assigned Government point of contact or alternative.
- The government has the right to reject the finished product or result and this does not constitute personal services.
- When travel is required for the performance on a task, the contractor personnel are only to travel as directed by their contract management.

#### **6.8.5. HSPD-12 and FISMA**

Homeland Security Presidential Directive-12 (HSPD-12): Homeland Security Presidential Directive 12 (HSPD-12) was issued to implement the policy of the United States to enhance security, increase Government efficiency, reduce identity fraud, and protect personal privacy by establishing a mandatory, Government-wide standard for secure and reliable forms of identification issued by the Federal Government to its employees and contractors (including contractor employees). Under this directive, the heads of executive departments and agencies are required to implement programs to ensure that identification issued by their departments and agencies to Federal employees and contractors meets the Standard. This policy can be found at the following website:

<https://www.dhs.gov/homeland-security-presidential-directive-12>

In performance of services under this task, contractor shall insure all its personnel who require physical access to federally controlled facilities and access to federally controlled information systems, have been issued identification in compliance with HSPD-12 policy. In their solicitation response packages, offeror's shall confirm they will comply with the government client's identification procedure that is implementing HSPD-12 policy. The Security/Identification point of contact for the client agency that is responsible for implementing their HSPD-12 compliant policy is:

<b>POC Name</b>	Jeff W. Collins
<b>Office Symbol</b>	DADIO / J-6
<b>Address</b>	2720 Howitzer Road, Bldg 2372
<b>City, State, Zip</b>	Fort Sam Houston, TX 78234
<b>email address</b>	jeffery.w.collins14.civ@mail.mil
<b>Telephone Number</b>	210.295.3014
<b>Mobile</b>	210.501.8743

All costs associated with obtaining necessary clearances shall be borne by the contractor.

#### **Federal Information Security Management Act (FISMA) of 2014 Compliance:**

FISMA compliance is access through annual accreditation and certification as required by Department of Defense Information Assurance Certification and Accreditation Process (DIACAP) governed by Department of Defense Instruction 8510.01, dated March 12, 2014.

Note: This requirement must be met on any procurement, IT, PS, etc., where the contractor will have access to government electronic information.

In order to satisfy this requirement, GSA requires the FISMA point of contact for the client agency that is responsible for maintaining their annual FISMA accreditation and certification:

**Agency official for FISMA compliance below:**

<b>POC Name</b>	Jeff W. Collins
<b>Office Symbol</b>	DADIO / J-6
<b>Address</b>	2720 Howitzer Road, Bldg 2372
<b>City, State, Zip</b>	Fort Sam Houston, TX 78234
<b>email address</b>	jeffery.w.collins14.civ@mail.mil
<b>Telephone Number</b>	210.295.3014
<b>Mobile</b>	210.501.8743

**6.9 Government Furnished Equipment (GFE)/ Information (GFI)/Property (GFP)**

Government Furnished Property shall be provided in accordance with **Attachment E** of this PWS, titled Government Furnished Property, Equipment and Services. A Government Property Management Plan shall be active, current and in force at all times during the performance period of this task. See the incorporated Government Property Clause (FAR Part 45) for additional requirements.

The Contractor shall maintain a detailed inventory accounting system for Government Furnished Equipment/Material or Contractor-Acquired-Government Owned Property (CAP). The inventory accounting system must specify, as a minimum: product description (make, model), Government tag number, date of receipt, name of recipient, location of receipt, current location, purchase cost (if CAP), and contract/order number under which the equipment is being used. The Contractor shall either: a) attach an update inventory report to each Monthly Progress Report, or b) certify that the inventory has been updated and is available for Government review. In either case the Contractor's inventory listing must be available for Government review within one business day of COR request.

**6.10 Section 508 Requirement**

The Contractor shall comply with Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d). Specifically, the procurement, development, maintenance, or integration of electronic and information technology (EIT) under this contract must comply with the applicable accessibility standards issued by the Architectural and Transportation Barriers Compliance Board at [CFR part 1194](#).

**6.11 Other Special Considerations**

**6.12 Invoicing Instructions Based on Order Type**

The Period of Performance (POP) for each invoice *shall* be for one calendar month. The contractor *shall* submit only one invoice per month per order/contract. The appropriate GSA office will receive the invoice by the twenty-fifth calendar day of the month after either:

- (1) The end of the invoiced month (*for services*) or
- (2) The end of the month in which the products (*commodities*) or deliverables (fixed-priced services) were delivered and accepted by the Government.

Time and Material orders/contracts each invoice *shall* show, the skill level category, the hours worked per skill level, the rate per skill level and the extended amount for that invoice period. It *shall* also show the total cumulative hours worked (inclusive of the current invoice period) per skill level, the hourly rate per skill level, the total cost per skill level, the total travel costs incurred and invoiced, and the total of any other costs incurred and invoiced, *as well as* the grand total of all costs incurred and invoiced.

For Labor Hours and Material orders/contracts, each invoice *shall clearly indicate* both the current

invoice's monthly "burn rate" and the total average monthly "burn rate".

The contractor *shall submit* all required documentation (unless exempted by the contract or order) as follows:

For Travel: Submit the traveler's name, dates of travel, location of travel, and dollar amount of travel, executed CTP, receipts of actuals.

For ODCs: Submit a description of the ODC, quantity, unit price and total price of each ODC, executed CTP, receipts of actuals.

**Note:** The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.

### **Invoice Content**

The contractor's invoice will be submitted monthly for work performed the prior month. The contractor may invoice only for the hours, travel and unique services ordered by GSA and actually used in direct support of the client representative's project. The invoice shall be submitted on official letterhead and shall include the following information at a minimum.

1. GSA Task Order Number
2. Task Order ACT Number (see the front of the SF300 document)
3. Prompt Payment Discount
4. Remittance Address
5. Period of Performance for Billing Period
6. Point of Contact and Phone Number
7. Invoice Amount
8. Skill Level Name and Associated Skill Level Number (for T&M or Labor Hour)
9. Actual Hours Worked During the Billing Period (for T&M or Labor Hour)
10. Travel Itemized by Individual and Trip (if applicable)
11. Training Itemized by Individual and Purpose (if applicable) **\*\* NOTE: Normally, the Government does not pay for contractor training. Training will need to be coordinated and approved (via CTP form) by the COR, prior to the training being taken.**
12. Support Items Itemized by Specific Item and Amount (if applicable)

***NOTE: The Government reserves the right to audit, thus; the contractor shall keep on file all backup support documentation for travel and ODCs.***

### **Travel Invoicing**

Travel shall be approved per the terms and conditions of the task order. Signed/approved Consent to Purchase (CTP) forms shall be submitted with the invoice, and all receipts for airfare, rental car, lodging, and all receipts directly being charged for over \$75.00 shall be submitted as support/back up documentation with the invoice submittal. NO PAYMENT WILL BE MADE WITHOUT DOCUMENTATION/RECEIPTS. NO PAYMENT WILL BE MADE for travel that is non-conforming to the FTR.

### **Receiving/Client Agency's Acceptance**

The Client Agency must accept the services and/or products provided under the terms of the task order.

The client agency will accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance Document generated by the

contractor. Electronic acceptance of the invoice by the COR is considered concurrence and acceptance of services.

The Client Agency may also generate a hard copy acceptance document.

Regardless of the method of acceptance the contractor shall seek acceptance and electronically post the acceptance document in GSA's electronic Web-based Order Processing System, currently ITSS. (Written acceptances will be posted as an attachment along with any other supporting documentation.) After acceptance of the invoice by the Client Agency, the Contractor shall submit a proper invoice to GSA Finance not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item. In the absence of Government acceptance within thirty (30) days, the contractor shall submit an invoice.

*NOTE: The acceptance of the authorized Client Agency representative (which is normally the COR) is REQUIRED prior to the approval of payment for any invoiced submitted.*

***NOTE: If the required documentation including, (A) the customer's signed written acceptance OR (B) the customer's electronic acceptance, is not received within 15 calendar days from the date the invoice was submitted to GSA Finance, the invoice may be rejected in whole or in part as determined by the Government.***

#### **Final Invoice:**

Invoices for final payment must be so identified and submitted within 60 days from task completion and no further charges are to be billed. A copy of the written acceptance of task completion must be attached to final invoices. The contractor shall request from GSA an extension for final invoices that may exceed the 60-day time frame.

The Government reserves the right to require certification by a GSA COTR before payment is processed, *if necessary*.

#### **Order Close-out Procedures:**

The contractor shall submit a final invoice within sixty (60) calendar days after the end of the Performance Period. All invoices shall be received within this period. The contracting officer shall not extend the period of performance, or the invoice submittal period to wait on subcontractors to bill the prime contractor. All rates are negotiated at the time of award, and the contractor shall control and account for all time by their own personnel and their subcontractor or CTA personnel to allow for timely billing in accordance with the terms expressed in this section. After the final invoice has been paid the contractor shall furnish a completed and signed Release of Claims form to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

The Government reserves the right to require a release of claims at the end of each performance period, after all payments have been completed. **\*\*NOTE:** No rates agreed to under the terms of this order are subject to DCAA or other "final" audited rates.

#### **Unilateral Close-out Modifications:**

FAR clause 52.212-4(c) is hereby amended as follows: The Government reserves the right to issue unilateral close out modifications to close out commercial contractual agreements, after the contractor has acknowledged the order is closed and that no further liability exists on behalf of the parties. The Government also reserves the right under the unilateral close out modification to deobligate money after full payment has been made to the contractor for their services/materials under this order.

**Contract Performance Evaluation:**

In accordance with FAR 8.406-7, Contractor Performance Evaluation and FAR 42.15, Contractor Performance Information, the Government will provide and record Past Performance Information for acquisitions over \$150,000 utilizing the Contractor Performance Assessment Reporting System (CPARS). The CPARS process allows contractors to view and comment on the Government's evaluation of the contractor's performance before it is finalized. Once the contractor's past performance evaluation is finalized in CPARS it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Contractors are required to register in the CPARS, so contractors may review and comment on past performance reports submitted through the CPARS.

**CPARS** <https://www.cpars.csd.disa.mil/>

**PPIRS** <http://www.ppirs.gov>

**Third Party Schedule Delays:**

GSA does not warrant and cannot guarantee that the site will remain free from interference by third parties, with whom the Federal Government has no contractual relationship.

Only delays determined to be caused by the Federal Government that affect the contractor's ability to complete the contract work on time will be considered for time extensions and equitable adjustments.

**7. APPLICABLE CLAUSES****7.1. Clauses Incorporated by Reference**

In addition to the applicable clauses contained in the Alliant Small Business GWAC base contract, the following FAR clauses are included in this task for added emphasis of their applicability:

52.212-4	Contract Terms and Conditions – Commercial Items (Jan 2017), (Alternate I (Jan 2017)  <i>NOTE: Paragraph 52.212-4(c) has been tailored to allow unilateral modifications for the obligation of funding, per Section 6.6.7, titled "Unilateral Modifications for Funds Management."</i>  <i>Additionally, the paragraph at 52.212-4(c) has been tailored to allow for unilateral closeout modifications, per Section 7.6.1 of this PWS, titled "Unilateral Close Out Modifications."</i>
52.212-5	Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Nov 2017)
52.204-4	Printed or Copied Double-sided on Postconsumer Fiber Content Paper (May 2011)
52.223-5	Pollution Prevention and Right-to-Know Information (May 2011)
52.223-10	Waste Reduction Program (May 2011)
52.227-21	Technical Data Declaration, Revision and Withholding of Payment - Major Systems (May 2014)
52.245-1	Government Property (Jan 2017) Alternate I (Apr 2012)
52.245-9	Use and Charges (April 2012)

52.232-40	Providing Accelerated Payments to Small Business Subcontractors (Dec 2013)
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## 7.2. Clauses Incorporated by Full Text

### **FAR 52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items [\(NOV 2017\)](#)**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015)

(3) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(4) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

☐ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☐ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

☐ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

☐ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

☐ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

☐ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

☐ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

☐ (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Oct 2016) (E.O. 13126).

☐ (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

☐ (28) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

☐ (29) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

☐ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

☐ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

☐ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

☐ (33) (i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

☐ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

☐ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (AUG 2011) (E.O. 13513).

☐ (45) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a)

☐ (55) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

☐ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

☐ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial

services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items.

None

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities.

(iv) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(v) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246). (vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(vii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212). (viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(viii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40

(xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(xii) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

- (xviii) (A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
 (B) Alternate I (Jan 2017) of 52.224-3.
- (xix) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxi) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

**FAR Clause 52.204-9 Personal Identity Verification of Contractor Personnel (Jan 2011)**

- (a) The Contractor shall comply with agency personal identity verification procedures identified in the contract that implement Homeland Security Presidential Directive-12 (HSPD-12), Office of Management and Budget (OMB) guidance M-05-24, and Federal Information Processing Standards Publication (FIPS PUB) Number 201.
- (b) The Contractor shall account for all forms of Government-provided identification issued to the Contractor employees in connection with performance under this contract. The Contractor shall return such identification to the issuing agency at the earliest of any of the following, unless otherwise determined by the Government;
- (1) When no longer needed for contract performance.
  - (2) Upon completion of the Contractor employee's employment.
  - (3) Upon contract completion or termination.
- (c) The Contracting Officer may delay final payment under a contract if the Contractor fails to comply with these requirements.
- (d) The Contractor shall insert the substance of clause, including this paragraph (d), in all subcontracts when the subcontractor's employees are required to have routine physical access to a Federally-controlled facility and/or routine access to a Federally-controlled information system. It shall be the responsibility of the prime Contractor to return such identification to the issuing agency in accordance with the terms set forth in paragraph (b) of this section, unless otherwise approved in writing by the Contracting Officer.
- (End of Clause)

<b>DFARS Clauses:</b>	
<a href="#"><u>252.201-7000</u></a>	Contracting Officer's Representative (Dec 1991)
<a href="#"><u>252.245-7001</u></a>	Tagging, Labeling, and Marking of Government-Furnished Property (Apr 2012)
<a href="#"><u>252.245-7002</u></a>	Reporting Loss of Government Property (Apr 2012)
<a href="#"><u>252.245-7003</u></a>	Contractor Property Management System Administration (Apr 2012)
<a href="#"><u>252.245-7004</u></a>	Reporting, Reutilization, and Disposal (Sep 2016)

**THE FOLLOWING CLAUSES ARE HEREBY INCORPORATE IN ENTIRETY:**

**AFFARS 5352.223-9001 HEALTH AND SAFETY ON GOVERNMENT INSTALLATIONS (Nov 2012)**

- (a) In performing work under this contract on a Government installation, the contractor shall:



- (1) Comply with the specific health and safety requirements established by this contract;
  - (2) Comply with the health and safety rules of the Government installation that concern related activities not directly addressed in this contract;
  - (3) Take all reasonable steps and precautions to prevent accidents and preserve the health and safety of contractor and Government personnel performing or in any way coming in contact with the performance of this contract; and
  - (4) Take such additional immediate precautions as the contracting officer may reasonably require for health and safety purposes.
- (b) The contracting officer may, by written order, direct Air Force Occupational Safety and Health Standards (AFOSH) and/or health/safety standards as may be required in the performance of this contract and any adjustments resulting from such direction will be in accordance with the Changes clause of this contract.
- (c) Any violation of these health and safety rules and requirements, unless promptly corrected as directed by the contracting officer, shall be grounds for termination of this contract in accordance with the Default clause of this contract.
- (END OF CLAUSE)

**AFFARS 5352.225-9102 Submission of Offers for Contracts to be Performed in the Federal Republic of Germany**

**SUBMISSION OF OFFERS FOR CONTRACTS TO BE PERFORMED IN THE FEDERAL REPUBLIC OF GERMANY (USAFE) (SEP 2003)**

This contract may require the performance of services in the Federal Republic of Germany (Germany).

(a) In accordance with the Exchange of Notes (Dated 27 Mar 98) in implementation of Articles 72 and 73 of the German Supplementary Agreement (SA) to North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA), Non-German citizens of a NATO member country who perform services on Government contracts shall not start work in Germany without meeting one of the following criteria:

- (1) Technical Expert Status accreditation (TESA)
- (2) Troop Care Status accreditation (TCSA)
- (3) Analytical Support Status accreditation (ASSA)
- (4) Military Exigency (ME) via TESA or ASSA
- (5) TESA/ASSA TDY
- (6) Exemption from German work permit ("fax back")
- (7) German work permit or compliance with European Union member nation exchange laws and regulations
- (8) Certificates of limited tax liability and a German work permit

(b) Contractor employees who receive the status identified in items (a)(1) through (a)(5) in the above paragraph are granted SOFA Status. The process for contractors to obtain SOFA status is a two-part process. First, the contract must be approved as meeting the requirements set forth in Articles 72 and/or 73 of the German SA to the NATO SOFA. Next, individual contractor employees may be submitted for approval against an approved contract. Contractors who meet the criteria for one of the items at (a)(1) through (a)(5) above are considered to be, and are treated as, a part of the civilian component. Thus, they are entitled to Individual Logistics Support from the US Forces and will not be subject to German income tax so long as the reason for the individual's presence in Germany is "solely due to their temporary presence there" because of their employment. Logistics Support for contractors performing under TESA/ASSA TDY will be determined by the USAFE SOFA coordinator on a case-by-case basis.

- (c) The contractor shall comply with the requirements and procedures identified by the Department of Defense Contractor Personnel Office (DOCPER). The direction and forms are available at the following internet site <http://www.eur.army.mil/g1/content/CPD/docper.html> (After entering the site, click on DOCPER). This site also contains information and forms for item (a)(6) above, "fax back" procedures.
- (d) The contractor shall ensure that identification cards and/or other logistics support documents pertinent to, or peculiar to, SOFA status are turned over to the issuing office upon termination or transfer of individual contractor employees. Within three days of completion, the contractor shall provide written proof to the contracting officer that all identification cards and other logistics support documents have been returned to the government.
- (e) If the contractor's employees will be performing in the Federal Republic of Germany under the conditions identified in paragraphs (a)(6) through (a)(8) of this clause, DOCPER is not involved in the process.
- (f) The contracting officer [ ] does [ ] does not require the contractor to identify and submit a list of positions for which TESA, TCSA, or ASSA is sought and the applicable position description for each of the positions with the contractor's proposal/bid. The contractor shall only submit positions that meet the criteria set forth in Articles 72 and 73. In the event that any or all positions identified in the contractor's proposal are disapproved after contract award, the contract price shall not be subject to adjustment.
- (End of Provision)

#### **AFFARS 5352.225-9103 Contracts to be Performed in the Federal Republic of Germany**

#### **CONTRACTS TO BE PERFORMED IN THE FEDERAL REPUBLIC OF GERMANY (USAFE) (SEP 2003)**

- (a) In accordance with the exchange of notes (dated 27 Mar 98) implementing the Provisions of Articles 72 and 73 of the German Supplementary Agreement (SA) to the North Atlantic Treaty Organization (NATO) Status of Forces Agreement (SOFA), non-German citizens of a NATO member country who perform services on US Government contracts shall not start work in Germany without meeting one of the following criteria:
- (1) Technical Expert Status accreditation (TESA)
  - (2) Troop Care Status accreditation (TCSA)
  - (3) Analytical Support Status accreditation (ASSA)
  - (4) Military Exigency (ME) via TESA or ASSA
  - (5) TESA/ASSA TDY
  - (6) Exemption from German work permit ("fax back")
  - (7) German work permit or compliance with European Union member nation exchange laws and regulations
  - (8) Certificates of limited tax liability and a German work permit
- (b) In order to request status under paragraph (a)(1) through (a)(5) above, immediately after contract award, the contractor shall submit to the contracting officer in accordance with USAFEFARS 5325.10110 a Contract Notification package. The contractor shall submit Technical Expert Status (TES)/ Troop Care Status (TCS)/ Analytical Support Status (ASS) application packages for any employees for which TES/TCS/ASS accreditation is sought within three business days of the individual being hired.
- (c) The packages/applications cited in paragraph (b) above shall be submitted through the contracting officer (or the contracting officer's appointed representative) to DOCPER. DOCPER's contact information is available at the DOCPER Internet

site <http://www.eur.army.mil/g1/content/CPD/docper.html>

(d) A 10-week temporary TES or ASS may be granted by the US Government for purposes of Military Exigency (ME). ME is granted for time sensitive, mission critical positions for the purpose of permitting individual contract employees, who upon initial review of the application appear to meet the requirements of TES or ASS, to begin working in Germany prior to TES/ASS accreditation.

(e) The contractor shall notify the contracting officer within three days in writing of TES/TCS/ASS accreditation duties or when a TES/TCS/ASS employee is no longer assigned to the position for which TES/TCS/ASS accreditation was granted.

(1) The contractor shall ensure that identification cards and/or other logistics support documents pertinent to, or peculiar to, TES/TCS/ASS are turned over to the issuing office upon termination or transfer of individual contractor employees. Within three days of completion, the contractor shall provide written proof to the contracting officer that all identification cards and other logistics support documents have been returned to the government.

(f) The contractor shall allow German government authorities to visit the contractor's work areas for the purpose of verifying the status of positions and personnel as Technical Expert (TE)/Troop Care (TC)/Analytical Support (AS) employees. Such visits will not excuse the contractor from performance under this contract or result in increased costs to the Government.

(g) The contract price shall not be subject to an economic adjustment with regard to TES/TCS/ASS in the event that

(1) the contract and any or all positions identified in the contractor's proposal are disapproved for TES/TCS/ASS accreditation; or

(2) any or all positions submitted for TES/TCS/ASS consideration during the life of the contract are disapproved for TES/TCS/ASS accreditation; or

(3) any or all contractor employees are denied TES/TCS/ASS; or

(4) TES/TCS/ASS accreditation is rescinded during the life of the contract.

(h) If the contractor's employees will be performing in the Federal Republic of Germany under the conditions identified in paragraphs (a)(6) through (a)(8) of this clause, DOCPER is not involved in the process.

(End of Clause)

#### **225.7401 Contracts requiring performance or delivery in a foreign country.**

(a) If an acquisition requires performance of work in a foreign country by contractor personnel other than host country personnel, or delivery of items to a Unified Combatant Command designated operational area, follow the procedures at [PGI 225.7401\(a\)](#)

([http://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/PGI225\\_74.htm](http://www.acq.osd.mil/dpap/dars/pgi/pgi.htm/PGI225_74.htm)). \*Removed June 26, 2015

(b) For work performed in Germany, eligibility for logistics support or base privileges of contractor employees is governed by U.S.-German bilateral agreements. Follow the procedures in Army in Europe Regulation 715-9, available at [http://www.eur.army.mil/aepubs/publications/AER715-9\\_1000992!.pdf](http://www.eur.army.mil/aepubs/publications/AER715-9_1000992!.pdf).

(c) For work performed in Japan or Korea, see [PGI 225.7401\(c\)](#) for information on bilateral agreements and policy relating to contractor employees in Japan or Korea.

#### **252.225-7020 Trade Agreements Certificate.**

#### **TRADE AGREEMENTS CERTIFICATE (JAN 2005)**

(a) Definitions. "Designated country end product," "non-designated country end product," "qualifying country end product," and "U.S.-made end product" have the meanings given in the Trade Agreements clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will consider only offers of end products that are U.S.-made, qualifying country, or designated country end products unless—

(i) There are no offers of such end products;

(ii) The offers of such end products are insufficient to fulfill the Government's requirements; or

(iii) A national interest waiver has been granted.

(c) Certification and identification of country of origin.

(1) For all line items subject to the Trade Agreements clause of this solicitation, the offeror certifies that each end product to be delivered under this contract, except those listed in paragraph (c)(2) of this provision, is a U.S.-made, qualifying country, or designated country end product.

(2) The following supplies are other non-designated country end products:

(Line Item Number) N/A

(End of provision)

## **252.225-7021 Trade Agreements.**

As prescribed in 225.1101(6), use the following clause:

### **TRADE AGREEMENTS (MAR 2007)**

(a) Definitions. As used in this clause

(1) "Caribbean Basin country end product"

(i) Means an article that

(A) Is wholly the growth, product, or manufacture of a Caribbean Basin country; or

(B) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Caribbean Basin country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself; and

(ii) Excludes products, other than petroleum and any product derived from petroleum, that are not granted duty-free treatment under the Caribbean Basin Economic Recovery Act (19 U.S.C. 2703(b)). These exclusions presently consist of □

(A) Textiles, apparel articles, footwear, handbags, luggage, flat goods, work gloves, leather wearing apparel, and handloomed, handmade, or folklore articles that are not granted duty-free status in the Harmonized Tariff Schedule of the United States (HTSUS);

(B) Tuna, prepared or preserved in any manner in airtight containers; and

(C) Watches and watch parts (including cases, bracelets, and straps) of whatever type, including, but not limited to, mechanical, quartz digital, or quartz analog, if such watches or watch parts contain any material that is the product of any country to which the HTSUS column 2 rates of duty (HTSUS General Note 3(b)) apply.

(2) "Component" means an article, material, or supply incorporated directly into an end product.

- (3) “Designated country” means—
- (i) A World Trade Organization Government Procurement Agreement (WTO GPA) country (Aruba, Austria, Belgium, Bulgaria, Canada, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea (Republic of), Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, or the United Kingdom);
  - (ii) A Free Trade Agreement country (Australia, Bahrain, Canada, Chile, Dominican Republic, El Salvador, Guatemala, Honduras, Mexico, Morocco, Nicaragua, or Singapore);
  - (iii) A least developed country (Afghanistan, Angola, Bangladesh, Benin, Bhutan, Burkina Faso, Burundi, Cambodia, Cape Verde, Central African Republic, Chad, Comoros, Democratic Republic of Congo, Djibouti, East Timor, Equatorial Guinea, Eritrea, Ethiopia, Gambia, Guinea, Guinea-Bissau, Haiti, Kiribati, Laos, Lesotho, Madagascar, Malawi, Maldives, Mali, Mauritania, Mozambique, Nepal, Niger, Rwanda, Samoa, Sao Tome and Principe, Senegal, Sierra Leone, Solomon Islands, Somalia, Tanzania, Togo, Tuvalu, Uganda, Vanuatu, Yemen, or Zambia); or
  - (iv) A Caribbean Basin country (Antigua and Barbuda, Aruba, Bahamas, Barbados, Belize, British Virgin Islands, Costa Rica, Dominica, Grenada, Guyana, Haiti, Jamaica, Montserrat, Netherlands Antilles, St. Kitts and Nevis, St. Lucia, St. Vincent and the Grenadines, or Trinidad and Tobago).
- (4) “Designated country end product” means a WTO GPA country end product, a Free Trade Agreement country end product, a least developed country end product, or a Caribbean Basin country end product.
- (5) “End product” means those articles, materials, and supplies to be acquired under this contract for public use.
- (6) “Free Trade Agreement country end product” means an article that—
- (i) Is wholly the growth, product, or manufacture of a Free Trade Agreement country; or
  - (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a Free Trade Agreement country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (7) “Least developed country end product” means an article that—
- (i) Is wholly the growth, product, or manufacture of a least developed country; or
  - (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a least developed country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
- (8) “Nondesignated country end product” means any end product that is not a U.S.-made end product or a designated country end product.
- (9) “Qualifying country” means any country set forth in subsection 225.872-1 of the Defense Federal Acquisition Regulation Supplement.
- (10) “Qualifying country end product” means—
- (i) An unmanufactured end product mined or produced in a qualifying country; or
  - (ii) An end product manufactured in a qualifying country if the cost of the following types of components exceeds 50 percent of the cost of all its components:
    - (A) Components mined, produced, or manufactured in a qualifying country.

- (B) Components mined, produced, or manufactured in the United States.
  - (C) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States.
  - (11) "United States" means the 50 States, the District of Columbia, and outlying areas.
  - (12) "U.S.-made end product" means an article that
    - (i) Is mined, produced, or manufactured in the United States; or
    - (ii) Is substantially transformed in the United States into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed.
  - (13) "WTO GPA country end product" means an article that
    - (i) Is wholly the growth, product, or manufacture of a WTO GPA country; or
    - (ii) In the case of an article that consists in whole or in part of materials from another country, has been substantially transformed in a WTO GPA country into a new and different article of commerce with a name, character, or use distinct from that of the article or articles from which it was transformed. The term refers to a product offered for purchase under a supply contract, but for purposes of calculating the value of the end product includes services (except transportation services) incidental to its supply, provided that the value of those incidental services does not exceed the value of the product itself.
  - (b) Unless otherwise specified, this clause applies to all items in the Schedule.
  - (c) The Contractor shall deliver under this contract only U.S.-made, qualifying country, or designated country end products unless—
    - (1) In its offer, the Contractor specified delivery of other nondesignated country end products in the Trade Agreements Certificate provision of the solicitation; and
    - (2)(i) Offers of U.S.-made, qualifying country, or designated country end products from responsive, responsible offerors are either not received or are insufficient to fill the Government's requirements; or
    - (ii) A national interest waiver has been granted.
    - (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.
    - (e) The HTSUS is available on the Internet at <http://www.usitc.gov/tata/hts/bychapter/index.htm>. The following sections of the HTSUS provide information regarding duty-free status of articles specified in paragraph (a)(2)(ii)(A) of this clause:
      - (1) General Note 3(c), Products Eligible for Special Tariff Treatment.
      - (2) General Note 17, Products of Countries Designated as Beneficiary Countries Under the United States-Caribbean Basin Trade Partnership Act of 2000.
      - (3) Section XXII, Chapter 98, Subchapter II, Articles Exported and Returned, Advanced or Improved Abroad, U.S. Note 7(b).
      - (4) Section XXII, Chapter 98, Subchapter XX, Goods Eligible for Special Tariff Benefits Under the United States-Caribbean Basin Trade Partnership Act.
- (End of clause)

## **DFARS 252.229-7002 Customs Exemptions Germany CUSTOMS**

### **EXEMPTIONS Germany (JUN 1997)**

Imported products required for the direct benefit of the United States Forces are authorized to be acquired duty-free by the Contractor in accordance with the provisions of the Agreement Between

the United States of America and Germany Concerning Tax Relief to be Accorded by Germany to United States Expenditures in the Interest of Common Defense.

(End of clause)

#### **48 CFR Subpart 9903.202 -- Disclosure**

##### **Requirements. 48 CFR 9903.202-1 --**

##### **General Requirements.**

(a) A Disclosure Statement is a written description of a contractor's cost accounting practices and procedures. The submission of a new or revised Disclosure Statement is not required for any non-CAS-covered contract or from any small business concern.

(b) Completed Disclosure Statements are required in the following circumstances:

(1) Any business unit that is selected to receive a CAS-covered contract or subcontract of \$50 million or more shall submit a Disclosure Statement before award.

(2) Any company which, together with its segments, received net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in its most recent cost accounting period, must submit a Disclosure Statement before award of its first CAS-covered contract in the immediately following cost accounting period. However, if the first CAS-covered contract is received within 90 days of the start of the cost accounting period, the contractor is not required to file until the end of 90 days.

(c) When a Disclosure Statement is required, a separate Disclosure Statement must be submitted for each segment whose costs included in the total price of any CAS-covered contract or subcontract exceed

\$650,000, unless

(i) The contract or subcontract is of the type or value exempted by 9903.201-1 or

(ii) In the most recently completed cost accounting period the segment's CAS-covered awards are less than 30 percent of total segment sales for the period and less than \$10 million.

(d) Each corporate or other home office that allocates costs to one or more disclosing segments performing CAS-covered contracts must submit a Part VIII of the Disclosure Statement.

(e) Foreign contractors and subcontractors who are required to submit a Disclosure Statement may, in lieu of filing a Form No CASB-DS-1, make disclosure by using a disclosure form prescribed by an agency of its Government, provided that the Cost Accounting Standards Board determines that the information disclosed by that means will satisfy the objectives of Public Law 100-679. The use of alternative forms has been approved for the contractors of the following countries:

(1) Canada.

(2) Federal Republic of Germany

(3) United Kingdom.

(f) Educational institutions—disclosure requirements.

(1) Educational institutions receiving contracts subject to the CAS specified in part 9905 are subject to the requirements of 9903.202, except that completed Disclosure Statements are required in the following circumstances.

(2) Basic requirement. For CAS-covered contracts placed on or after January 1, 1996, completed Disclosure Statements are required as follows:

(i) Any business unit of an educational institution that is selected to receive a CAS-covered contract or subcontract in excess of \$650,000 and is part of a college or university location listed in

Exhibit A of Office of Management and Budget (OMB) Circular A-21 shall submit a Disclosure Statement before award.

(ii) Any business unit that is selected to receive a CAS-covered contract or subcontract of \$25 million or more shall submit a Disclosure Statement before award.

(iii) Any educational institution which, together with its segments, received net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$25 million or more in its most recent cost accounting period, of which, at least one award exceeded \$1 million, must submit a Disclosure Statement before award of its first CAS-covered contract in the immediately following cost accounting period. However, if the first CAS-covered contract is received within 90 days of the start of the cost accounting period, the institution is not required to file until the end of 90 days.

(3) Transition period requirement. For CAS-covered contracts placed on or before December 31, 1995, completed Disclosure Statements are required as follows:

(i) For business units that are selected to receive a CAS-covered contract or subcontract in excess of

\$650,000 and are part of the first 20 college or university locations (i.e., numbers 1 through 20) listed in Exhibit A of OMB Circular A-21, Disclosure Statements shall be submitted within six months after the date of contract award.

(ii) For business units that are selected to receive a CAS-covered contract or subcontract in excess of

\$650,000 and are part of a college or university location that is listed as one of the institutions numbered 21 through 50, in Exhibit A of OMB Circular A-21, Disclosure Statements shall be submitted during the six month period ending twelve months after the date of contract award.

(iii) For business units that are selected to receive a CAS-covered contract or subcontract in excess of

\$650,000 and are part of a college or university location that is listed as one of the institutions numbered 51 through 99, in Exhibit A of OMB Circular A-21, Disclosure Statements shall be submitted during the six month period ending eighteen months after the date of contract award.

(iv) For any other business unit that is selected to receive a CAS-covered contract or subcontract of \$25 million or more, a Disclosure Statement shall be submitted within six months after the date of contract award.

(4) Transition period due dates. The educational institution and cognizant Federal agency should establish a specific due date within the periods prescribed in 9903.202-1(f)(3) when a Disclosure Statement is required under a CAS-covered contract placed on or before December 31, 1995.

(5) Transition period waiver authority. For a CAS-covered contract to be awarded during the period January 1, 1996, through June 30, 1997, the awarding agency may waive the preaward Disclosure Statement submission requirement specified in 9903.202-1(f)(2) when a due date for the submission of a Disclosure Statement has previously been established by the cognizant Federal agency and the educational institution under the provisions of 9903.202-1(f) (3) and (4).

Caution: This waiver authority is not available unless the cognizant Federal agency and the educational institution have established a disclosure statement due date pursuant to a written agreement executed prior to January 1, 1996, and award is made prior to the established disclosure statement due date.

### **5352.225-9101 Logistics Support for Countries other than Germany**

As prescribed in 5325.11111, insert a clause substantially the same as the following clause in solicitations and contracts:.



## **LOGISTICS SUPPORT FOR COUNTRIES OTHER THAN GERMANY (USAFE)(APR 2002)**

(a) Logistics support as defined in the statement of work will be provided to authorized contractor employees and their dependents to the extent these services are available at the location where the contract is to be performed and as authorized by current applicable Air Force and European theater regulations, by current applicable international agreements and arrangements, by current policies, and the local installation commander. Lack of availability of any of these services shall not serve as a basis for claims by a contractor against the Government for increased cost of contract performance.

(b) An authorized contractor employee is defined as an employee who has been hired as a consequence of this contract and is employed at least 40 hours per week on this contract. For Italy, procedures must be in accordance with the Memorandum of Understanding Between the Ministry of Defense of the Republic of Italy and The Department of Defense of the United States of America Concerning Use of Installations/Infrastructure by U.S. Forces in Italy, signed 2 February 1995. To qualify for Civilian Personnel status in Italy, the employee must (i) not be a stateless person; (ii) not be a national of any State which is not a Party to the North Atlantic Treaty; (iii) not be a national of Italy; (iv) not be ordinarily resident in Italy; and (v) be certified as a technical representative and issued a NATO SOFA Identification by the United States Sending State Office (USSSO) for Italy or by a base legal office with delegated authority. The final authority to determine whether an employee qualifies for Civilian Personnel status is USSSO.

(c) Any logistic support for other than NATO countries must comply with the International Agreement of the host nation.

(d) Abuse of Privileges. The Contractor will include a provision in his employment agreement with his employees to provide for disciplinary action, or discharge for cause, of the employee for any abuse of privileges authorized to herein. The US government retains the right to withdraw privileges as a result of Contractor employee abuse at no additional cost to the US government. This provision in no way will prohibit disciplinary action or legal prosecution by either the US government or the host country government. Services or privileges may be denied an individual basis at the discretion of the Installation Commander.

(e) The Contractor shall assure that upon termination or transfer of any employee who is granted logistic support, action is taken simultaneous with the termination of employment to assure that said employee ceases to have access to the services granted under logistic support. The Contractor shall assure that identification passes or other documents pertinent to or peculiar to the contract or privileges thereunder are turned over to the issuing office upon termination or transfer of any employee. The Contractor shall require a written receipt of such return and shall immediately forward a copy to the contracting officer.

(End of clause)

## **EXPORT CONTRACT ACT COMPLIANCE (DEC 2006) (USAMRAA)**

The contractor shall assess the work to be performed in this effort to assure that all actions are in compliance with the Export Administration Regulations, 15 CFR Part 730 (EAR), of the Export Administration Act of 1979, 50 U.S.C. app. 2401-2420 (EAA). Technology listed in the Commerce Control List (CCL), 15 CFR Part 774, of the EAR shall not be exported or exposed to foreign nationals without the written consent of the U.S. Department of Commerce.

(End of clause)

## **REPUBLIC OF KOREA (ROK) – STATUS OF FORCES AGREEMENT (SOFA) CONTRACT CLAUSE**

## **INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)**

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S. - ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15237, APO AP96205-5237.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and

technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will

not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S. Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

- (1) United States, host country, and third country national laws;
  - (2) Treaties and international agreements;
  - (3) United States regulations, directives, instructions, policies, and procedures; and
  - (4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relation and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.
- (o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads, and must have a USFK driver's license to legally drive on USFK installations. Contractor employees/dependents will first obtain a Korean driver's license or a valid international driver's license then obtain a USFK driver's license.
- (p) Evacuation.
- (1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.
  - (2) Non-combatant Evacuation Operations (NEO).
    - (i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.
    - (ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.
- (q) Next of kin notification and personnel recovery.
- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
  - (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.
  - (3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.
- (r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.
- (s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

**(End of Clause)**

## **8.0 APPLICABLE DOCUMENTS AND DEFINITIONS**

### **8.1 Compliance Documents**

The following documents provide specifications, standards, or guidelines that must be complied with in order to meet the requirements of this order, in each case the most recent version and date of document will apply:

- Institute of Electrical & Electronics Engineers (IEEE) 802 - Standards for Local and Metropolitan Area Networks: Overview and Architecture.
- Telecommunications Industry Association/Electronic Industries Alliance Standard TIA/EIA-606-A - Administration Standard for the Telecommunications Infrastructure of Commercial Buildings.
- J-STD-607-A - Commercial Building Grounding (Earthing) and Bonding Requirements

for Telecommunications (ANSI/J-STD--607-A - 2002)

- TIA/EIA - 568-B.1 – Commercial Building Telecommunications Cabling Standard – Part 1: General Requirements (ANSI/TIA/EIA-568-B.1-2001)
- TIA/EIA - 568-B.2 – Commercial Building Telecommunications Cabling Standard – Part 2: Balanced Twisted Pair Cabling Components (ANSI/TIA/EIA-568-B.2-2001)
- TIA/EIA – 568-B.3 – Optical Fiber Cabling Components Standard (ANSI/TIA/EIA-568-B.3-2000)
- DoD Regulation 5200.2-R, "DoD Personnel Security Program,"
- DoD Regulation 5000.2-R, "Mandatory procedures for Major Defense Acquisition Programs (MDAP) and Major Automated Information System Acquisition Programs (MAISAPs)," Department of Defense Joint Technical Architecture,
- MHS Automated Information System (AIS) Security Policy Manual,
- MHS Architectural Framework,
- Building Industry Consulting Services International (BICSI), *Information Transport Systems Installation Manual (ITSIM)*,
- Software Engineering Institute Capability Maturity Modeling (SEI CMM), Level 2 procedures and processes
- Army in Europe Regulation 715-9, "Contractor Personnel in Germany – Technical Expert, Troop Care & Analytical Support"

## **8.2 Reference Documents**

The following documents may be helpful to the Contractor in performing the work described in this document:

- The documents listed above are also key reference documents

## **APPENDIX A**

### **Evaluation Criteria**

(NOTE: This Attachment falls off of the PWS at the time of task order award).

This is an evaluation under 16.505 procedures. FAR 15.3 procedures do not apply.

#### **52.212-2 Evaluation—Commercial Items (October 2014)**

(a) The Government will award a task order resulting from this request to the responsible Alliant (Small Business) GWAC vendor whose task order request response will be most advantageous to the Government, price and other factors considered.

In accordance with FAR 16.505(b), all contractors on the Alliant (Small Business) GWAC will be given a fair opportunity to be considered for this task order award. Note that the competition requirements in FAR Part 6 and the policies in FAR 15.3 do not apply to this ordering process. GSA will evaluate all task order request responses to determine the best value to the government. The Government will issue one task order award to the Alliant (Small Business) GWAC vendor that represents the overall best value in meeting the Government's need. Best value is defined as the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to this requirement, in accordance with FAR 2.101.

Best value will be determined by comparing vendor responses to one another through a comparative analysis process, as described in Appendix C of this task order request. In conducting a comparative analysis, the Government is more concerned with obtaining superior non-price factors than with making a task order award at the lowest overall price to the Government. However, the Government will not make an award at a significantly higher overall price to achieve slightly superior non-price features.

Per FAR 16.505(b)(1)(iv)(C), listed below are the significant factors, including price, that the GSA expects to consider in evaluating task order request responses. These factors are listed in their descending order of importance:

- Past Experience (PE)
- Technical Approach (TA)

PE is more important than TA. Non-price factors, when combined, are more important than price. As the difference in non-price factors becomes closer, price may become more important. Non-price factors will be evaluated first, then price.

While Past Performance is not a formal evaluation factor for this procurement, the CO will make a past performance responsibility determination in accordance with FAR 9.104-6 FAPIIS and FAR 9.105-1, "Obtaining Information."

This requirement will be conducted in accordance with the procedures of FAR 16.5 as the task order will be placed against the Alliant (Small Business) GWAC contract. As such vendors responding to this task order request will have an opportunity for a post award debriefing in accordance with FAR 16.505(b)(6). The procedures at FAR 15.506 shall be followed when providing post award debriefings to unsuccessful vendors.

(b) Options. The Government will evaluate task order request responses for award purposes by adding the total price for all options to the total price for the basic requirement. The material handling fee and travel fee / mark-ups will be added to their respective amounts for evaluation / comparison of price proposal purposes only. This includes options under FAR clause 52.217-8, Option to Extend Services, which applies to this task order request. Evaluation of options under FAR 52.217-8 will be accomplished by using the prices offered for the last option period to determine the price for a 6-month option period, which will be added to the base and other option years to arrive at the total price. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of

options shall not obligate the Government to exercise the option(s).

(c) The issuance of a GSA Form 300 Order for Supplies and Services through the ITSS system to the successful vendor within the time for acceptance specified in the task order request response, shall result in a binding task order without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. (End of Provision)

#### **A1.0 Evaluation Information**

\*\*\*\*\*NOTE: Failure to comply with any of the requirements identified in the PWS, may render the contractor's task order request response unacceptable.\*\*\*\*\*

**Past Experience (PE)** is what specific work was performed and its relevancy to the scope, size, and duration of requirements identified in the PWS within the last five (5) years of the task order request response due date.

**Technical Approach (TA)** is the vendor's response to the technical and managerial aspects of performing the work and its ability to mobilize, provide appropriate key personnel and staff the requirement in a feasible, practical and appropriate way.

**Price:** Evaluated to determine that the price is fair and reasonable.

A debriefing may be requested by the vendor, and shall be conducted by GSA in accordance with the requirements of 52.212-1(l).

#### **A1.1 Past Performance (PP)**

While past performance is not a formal evaluation factor for this procurement, the GSA CO will review the Federal Awardee Performance and Integrity Information System (FAPIIS) and the Excluded Parties Lists System (EPLS) (within System for Award Management (SAM)) information on the awardee in order to make a past performance **responsibility determination** in accordance with FAR 9.104-6 FAPIIS and FAR 9.105-1, "Obtaining Information."

The Government reserves the right to review information contained in the Past Performance Information Retrieval System (PPIRS) (<http://www.ppirs.gov/>), and other applicable Government systems in an effort to make an informed **responsibility determination** prior to award.

#### **A1.2 Past Experience (PE)**

This factor considers the extent of the offeror's past experience in carrying out similar work. The government must have confidence in the offeror's ability to complete a project with similar scope, size, and duration with minimal risk.

More specifically, PE is what specific work was performed and its relevancy to the scope, size, and duration of requirements identified in the PWS within the last five (5) years of the task order request response due date. Using the "ID07180004 – Past Experience Worksheet", provide the PE information for three (3) past or current contracts/task orders executed within the past five (5) years of the task order request response due date.

- Similar in Scope is defined as a measurable range of operations such as the major task requirement areas of the PWS.
- Similar in Size is defined as dollar value, number of personnel in similar skill sets, and/or number of locations (CONUS and OCONUS) supported. Similar in size for this project is a combination of the following: 1) over \$10 million per year, and 2) estimated 50-100 FTE personnel (per the labor hours delineated within the "ID07180004 - Pricing Worksheet").
- Similar in duration is defined as a requirement that has at least been ongoing for more than one year, has had at least one (1) option exercised, and at least one (1) CPARS evaluation has been

completed for the first year.

### **A1.3 Technical Approach (TA)**

This factor evaluates the vendor's response to the technical and managerial aspects of performing the work and its ability to mobilize, provide appropriate key personnel and staff the requirement in a feasible, practical and appropriate way.

- Feasible: Can successfully accomplish the tasks with the resources identified.
- Practical: Logical approach that does not introduce a high level of risk in order to successfully complete the task requirements.
- Appropriate: A suitable approach that is within the scope of the task and satisfies all of the task requirements.

### **A1.4 Price**

Price will be evaluated to determine the fairness and reasonableness of proposed pricing, using all means available to the Contracting Officer. Price will be evaluated separately from all non-price elements of the response package. A rating will not be assigned to the evaluation of price.

**A1.5 Organizational Conflict of Interest Plan:** In response to this task order request the vendor, shall submit an Organizational Conflict of Interest (OCI) Certification/Disclosure, indicating that it has no OCI. If specific Conflicts of Interests (COI's) have been identified in the vendor's COI Declaration, the vendor must include a COI Mitigation Plan where specific measures will be proposed in order to avoid, mitigate, or neutralize COI's. The offeror's Organizational Conflict of Interest Mitigation Plan will be evaluated as acceptable or unacceptable based on meeting the requirements identified in this PWS. An offeror with an unacceptable Organizational Conflict of Interest Mitigation Plan will have until time of award to submit an acceptable plan or that offeror will be removed from consideration.

The plan should consist of the following sections:

- A Table of Contents
- Part 1 – Disclosure of existing or potential OCI's
- Part 2 – Detailed descriptions of the specific measures that are proposed to avoid, mitigate, or neutralize each one of the OCI's described in Part 1 of the plan.

[End of Appendix A]



**APPENDIX B**  
**Instructions to Offerors**

*(Note: This attachment falls off of the PWS at the time of task order award).*

**B1.0 Response Package Instructions**

Submission Instructions

The contractor's task order request response package shall be valid for 150 days and must include the following information:

- Vendor Information - PDF Portfolio containing the following PDF files
  - [Offeror's Name] - Tax Liability - see "Format" section below
  - [Offeror's Name] - OCI Information - Attachment D
  - [Offeror's Name] - Reps and Certification – see "Format" section below
- Past Experience (PE)
  - [Offeror's Name] - ID07180004 – Past Experience Worksheet
- Technical Approach (TA)
  - [Offeror's Name] - ID07180004 – Technical Approach Worksheet
- Pricing
  - [Offeror's Name] - ID07180004 – Pricing Worksheet

Format

- **Past Experience (PE):**
  - Submission of "[Offeror's Name] – ID07180004 – Past Experience Worksheet
  - Format: In PDF
- **Technical Approach (TA):**
  - Submission of "[Offeror's Name] - ID07180004 – Technical Approach Worksheet
  - Format: In PDF
- **Pricing:**
  - Submission of "[Offeror's Name] - ID07180004 – Pricing Worksheet
  - Format: Both in Microsoft Excel and PDF
- **Tax Liability Letter, submitted on company letterhead:**
  - Format: PDF using information contained in Appendix B, Section B1.1.7.
- **Representations and Certifications, to include:**
  - Format: PDF using information contained in Appendix B, Section B1.1.6.
- **Organizational Conflict of Interest Certification and OCI Mitigation Plan**
  - Format: PDF using information contained in Appendix B, Section B1.1.5 and B1.1.5.1

**B1.1 Task Order Request Response Development Instructions**

The contractor must submit the response by 09/14/2018 at 2:00 PM EST. Responses must be submitted through the GSA eBUY system. If the submission cannot be uploaded to eBUY due to technical difficulty, immediately report the problem the GSA Contracting Officer, David Matthews, at 817-978-0229 or at david.matthews@gsa.gov, and to Janet Gilliam, at 210-306-2345 or at janet.gilliam@gsa.gov, in sufficient time prior to closing to allow for the submission of the task order request response via an alternate method.

The vendor must submit its task order request response in the format specified in Appendix B, Section B1.0, through GSA eBUY.

Vendors are required to respond to each task order request with either a task order request response or a statement of "no bid" along with the reason for not submitting a response.

The offeror will submit all questions concerning this task order request to the Acquisition Project Manager (PM) (janet.gilliam@gsa.gov) and GSA Contracting Officer (CO), Dave Matthews (david.matthews@gsa.gov) by 08/20/2018, 2:00 PM EST. The GSA CO will compile all questions and responses and post them on GSA eBUY for all vendors to view via amendment.

The only method by which any terms of this task order request (to include the PWS) may be changed is by a formal amendment generated by the issuing office. No other communication made whether oral or in writing (e.g., at any Pre-offer submittal conference, Industry Questions & Answers prior to response closing date and time, clarifications, etc.), will modify or supersede the terms of the PWS. No contact with anyone other than the responsible CO is allowable after the release of this request.

The Government reserves the right to make a selection based upon initial submittal packages; therefore the offeror should submit its best terms in its initial submission. The Government also reserves the discretion to confer with offerors/interested parties and request revised submittal packages if needed.

The Government reserves the right to make no award.

The offeror shall thoroughly examine all documents and instructions. Failure to do so will be at the offeror's own risk. Failure to comply with all of the terms and conditions of this request, to include the PWS, may result in the Government's elimination of the offeror's task order request response package from further consideration for award.

#### **B1.1.1 Required PP Information**

Although Past Performance (PP) is not a formal evaluation factor for award, the GSA CO will review the Federal Awardee Performance and Integrity Information System (FAPIS) and the Excluded Parties Lists System (EPLS) (within System for Award Management (SAM)) information on the awardee in order to make a past performance responsibility determination in accordance with FAR 9.104-6 FAPIS and FAR 9.105-1, "Obtaining Information." There is no additional information required for submittal by the contractor with their offer.

The Government reserves the right to use past performance information obtained from sources other than those identified by the offeror. This past performance information will be used for the evaluation of past performance.

#### **B1.1.2 Required Past Experience (PE) Information**

Using the Past Experience Information Sheet, provide the recent and relevant PE information for three (3) past or current contracts/task orders executed within the past five (5) years with comparable (same or similar scope, size, duration) requirements to this task order.

The offeror may use subcontractor experience as well as prime contractor past experience, as long as it is recent and relevant and of similar size and scope to the work described in the PWS. Demonstrating similar Prime-level experience may receive additional consideration. The offeror must identify whether it was the prime or a subcontractor for each project.

#### **B1.1.3 Required Technical Approach (TA) Information**

In support of the evaluation of the TA, the offeror must submit the following:

- [Offeror's Name] - ID07180004 – Technical Approach – Worksheet

The offeror shall complete the TA worksheet and provide responses to all questions, without exceeding word count limitations.

#### **B1.1.4 Required Pricing Information**

Use the Pricing Sheet ("ID07180004 - Pricing Worksheet) to provide pricing. These rates shall be fully burdened, and not subject to DCAA or other finalized audited rates. After award, this order shall not be considered a Forward Pricing Rate Agreement (FPRA).

In an effort to receive the highest quality solution at the lowest possible price the government requests all available discounts on all services offered by the offeror for this requirement. The offeror is encouraged to offer discounts below contract rates. When offering discounts, quotes must clearly identify both the contract and the discount price for each discounted labor rate.

The vendor will provide/offer prompt payment terms in its quote.

##### **B1.1.4.1 Travel & Other Direct Costs (ODCs)**

Travel and ODCs are anticipated for this task. The vendor shall include travel & ODC costs in accordance with the terms identified in the PWS.

The travel & ODC ceiling that is provided is an estimation for evaluation purposes only. Travel shall be a cost-reimbursable expense, in accordance with Federal Travel Regulation (FTR) specified rates, and no G&A, M&H or other indirect costs shall be allowable for travel-related expenses. ODCs may include G&A, overhead or M&H costs per PWS Section 5.2.

#### **B1.1.5 Organizational Conflict of Interest \*\*\* REQUIRED DISCLOSURE \*\*\***

In response to this task order request, the vendor shall identify any potential conflicts of interest associated with the requirements of this procurement, per FAR 9.5. This disclosure shall be submitted in PDF using the instructions listed in Appendix B, Section B.1.0. If no OCI exists, the letter shall state that fact, and shall be signed by an authorized signatory of the company, and submitted with the Task Order Request response package. See the section of the PWS titled "Organizational Conflict of Interest" (Section 1.9) for detailed requirements of this order.

##### **B1.1.5.1 ORGANIZATIONAL CONFLICT OF INTEREST CERTIFICATION \* Required with response package \*\***

a) The prospective Contractor certifies, to the best of its knowledge and belief, that it is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the prospective Contractor cannot so certify, it shall provide a disclosure statement in its proposal which describes all relevant information concerning any past, present, or planned interests bearing on whether it (including its chief executives and directors, or any proposed consultant or subcontractor) may have a potential organizational conflict of interest.

b) Prospective Contractors should refer to FAR Subpart 9.5 and GSA Part 509 for policies and procedures for avoiding, neutralizing, or mitigating organizational conflicts of interest.

c) If the Contracting Officer determines that a potential conflict exists, the prospective Contractor shall not receive an award unless the conflict can be avoided or otherwise resolved through the inclusion of a special contract clause or other appropriate means. The terms of any special clause are subject to negotiation.

The offeror certifies to the following:

The offeror [ ] is [ ] is not aware of any information bearing on the existence of any potential organizational conflict of interest. If the offeror is aware of information bearing on whether a potential conflict may exist, the offeror shall provide a disclosure statement describing this information. (See 6.9.5 of the solicitation for further information).

NOTE: If specific Conflicts of Interests (COI's) have been identified in the above COI Declaration, offerors must include a COI Mitigation Plan where specific measures will be proposed in order to avoid, mitigate, or neutralize COI's. (See Appendix A and Appendix B)

**B1.1.6 Required Representations and Certifications \*\*REQUIRED DISCLOSURE \*\*\***

The following reps and certs are required to be submitted in response. If the reps and certs are on the SAM.gov website, please state that fact in the cover letter of the submittal package.

**52.212-3, Representations and Certifications – Commercial Items (Oct 2015)**

If this document has been completed on the SAM.gov website, please indicate as such in the response cover letter that will accompany the response package.

**52.203-98, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements-Representation (DEVIATION 2015-02)(FEB 2015)**

(a) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015 (Pub. L. 113-235), Government agencies are not permitted to use funds appropriated (or otherwise made available) under that or any other Act for contracts with an entity that requires employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The prohibition in paragraph (a) of this provision does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(c) Representation. By submission of its offer, the Offeror represents that it does not require employees or subcontractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information. (End of provision)

**FAR 52.209-11 Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law (Feb 2016)**

(a) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, the Government will not enter into a contract with any corporation that--

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that--

(1) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for

collecting the tax liability; and (2) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**FAR 52.209-12 Certification Regarding Tax Matters (Feb 2016)**

(a) This provision implements section 523 of Division B of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts.

(b) If the Offeror is proposing a total contract price that will exceed \$5,000,000 (including options), the Offeror shall certify that, to the best of its knowledge and belief, it--

(1) Has ☐ filed all Federal tax returns required during the three years preceding the certification;

(2) Has not ☐ been convicted of a criminal offense under the Internal Revenue Code of 1986; and

(3) Has not ☐, more than 90 days prior to certification, been notified of any unpaid Federal tax assessment for which the liability remains unsatisfied, unless the assessment is the subject of an installment agreement or offer in compromise that has been approved by the Internal Revenue Service and is not in default, or the assessment is the subject of a non-frivolous administrative or judicial proceeding.

**B1.1.7 REQUIRED TAX CERTIFICATION LETTER \*\*\*REQUIRED TO BE SUBMITTED WITH THE RESPONSE PACKAGE.\*\*\***

The offeror shall submit the following in accordance with the Department of Justice's policy certifying that the offeror's company does not have any unpaid federal tax delinquencies or, within the preceding 24 months, has a felony criminal conviction under any federal law or state law.

Response is required on vendor company letterhead identifying the project title, and ID #. Date the document, and ensure the document is signed by an official of the company who is authorized to represent the company on this topic.

[End of Appendix B]

## **APPENDIX C**

### **Rating Plan**

#### **a. Fair Opportunity**

This task order request is conducted under the fair opportunity guidelines of FAR 16.505 which outlines the ordering procedures for orders issued under the Alliant (Small Business) GWAC. Award will be based on a determination of best value to the Government, price and other factors considered. "Best value" means the expected outcome of an acquisition that, in the Government's estimation, provides the greatest overall benefit in response to the requirement.

This method does not use any aspects of FAR subpart 15.3. The use of this fair opportunity process does not obligate the Government to determine a competitive range, conduct discussions with any contractors, solicit proposals or revisions thereto, or use any other source selection techniques associated with FAR subpart 15.3.

#### **b. Comparative Analysis**

Following receipt of responses to this task order request, the Government will perform a comparative analysis (comparing contractor responses to one another) to select the response that is best suited to fulfill the requirements, based on the factors outlined in this task order request and their relative importance (See Appendix A Evaluation Criteria):

Per FAR 16.505(b)(1)(iv)(C), listed below are the significant factors, including price, that the GSA expects to consider in evaluating task order request responses. These factors are listed in their descending order of importance:

- Past Experience (PE)
- Technical Approach (TA)

PE is more important than TA. Non-price factors, when combined, are more important than price. As the difference in non-price factors becomes closer, price may become more important. Non-price factors will be evaluated first, then price.

There is no requirement to capture relative strengths, deficiencies, significant weaknesses, and risks as outlined in FAR 15.305.

The evaluation will be streamlined by using simple summary narrative statements to identify positive comparative aspects, based on each vendor's initial submittal information, of how its evaluation factor response is better suited than another or negative comparative aspects, based on initial submittal information, of how its evaluation factor response is less suited than another for that particular evaluation factor. The simple summary narrative statements will be written to address the comparisons made of each vendor's evaluation factor response against the other evaluation factor responses within the non-price evaluation factors identified in the PWS Appendix A. Where both vendors simply meet a requirement, no comparative aspects may be identified. However, vendors that provide solutions that not only meet the requirement, but are also better solutions than those offered by the task order request response against which it is being evaluated will be evaluated more favorably. Identification of a task order request response as not being comparatively better suited does not mean that the task order request response does not meet the Government requirement; it simply means that compared to another task order request response it does not offer as suitable of a solution to the requirement.

Upon receipt of task order request responses, all responses will be reviewed for acceptability, as defined by each vendor conforming to the task order request submission requirements. Where all submission documents have been received by the date and time indicated in the task order request, that task order request response will be considered to be acceptable. Only acceptable responses will be evaluated.

Task order request responses will be placed in Alliant Small Business GWAC contract number order and will be comparatively evaluated as follows:

The first two task order request responses received will be compared as noted above in each of the non-price evaluation factors. Once the best-suited task order request response is identified, it will be compared in the same manner against the next task order request response received and the better suited of the two compared against the next, until all task order request responses have been compared and the single best-suited task order request response, offering the best comparative solution to the PWS is identified. Each task order request response shall not be compared against every other task order request response received; only against the task order request response deemed best suited at the time of each task order request response evaluation, with the exception of the first two task order request responses that are evaluated. Using this comparative analysis method, each vendor is given a fair opportunity to have its task order request response compared to the current identified best-suited offer.

Once the overall best-suited task order request response is identified using the non-price technical factors, Price will be evaluated.

Price will be evaluated to determine the fairness and reasonableness of proposed pricing, using all means available to the Contracting Officer. Price will be evaluated separately from all non-price elements of the response package. A rating will not be assigned to the evaluation of price. The reasonableness and fairness of pricing will be based upon whether the vendor offers pricing at or below its Alliant Small Business GWAC contractual ceiling rates for each labor category.

The summary narrative statements of the best-suited task order request response shall be used to justify the ultimate award decision. Per FAR 16.505(b)(1)(v)(B), there will be no scoring system, such as colors, adjectives, or points.

#### c. Award on Initial Responses

The Government anticipates selecting the best-suited contractor from initial responses, without engaging in exchanges with contractors. Contractors are strongly encouraged to submit their best technical solutions and price in response to this task order request.

#### d. Exchanges with Best-Suited Contractor

Once the Government determines the contractor that is the best-suited (i.e., the apparent successful contractor), the Government reserves the right to communicate with only that contractor to address any remaining issues, if necessary, and finalize a task order with that contractor. These issues may include technical and price. If the parties cannot successfully address any remaining issues, as determined pertinent at the sole discretion of the Government, the Government reserves the right to communicate with the next best-suited contractor based on the original analysis and address any remaining issues. Once the Government has begun communications with the next best-suited contractor, no further communications with the previous contractor will be entertained until after the task order has been awarded. This process shall continue until an agreement is successfully reached and a task order is awarded.

[End of Appendix C]